

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2018-____-C**

Application of)	
)	
NGA 911, L.L.C.)	
)	
for a Certificate of Public Convenience)	APPLICATION
and Necessity to Provide Resold and)	
Facilities-Based Local Exchange and)	
Interexchange (Including Exchange)	
Access) Telecommunications Services in)	
the State of South Carolina, and for)	
Alternative and Flexible Regulation)	

NGA 911, L.L.C. (“NGA 911” or “Applicant”), by its undersigned counsel and pursuant to South Carolina Code Section 58-9-280 and the rules and regulations of the Public Service Commission of South Carolina (“Commission”), hereby applies for a Certificate of Public Convenience and Necessity (“CPCN”) to provide facilities-based and resold local exchange (including exchange access) and interexchange telecommunications services throughout the State of South Carolina. Pursuant to S.C. Code Ann. Section 58-9-585 and the general regulatory authority of the Commission, Applicant also requests that the Commission regulate its interexchange service offerings as described below in accordance with the principles and procedures established for alternative regulation in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. Applicant also requests flexible regulation for its local exchange telecommunications services in accordance with procedures authorized in Order No. 98-165 in Docket No. 97-467-C.

The Applicant submits the following information in support of this request.

I. INTRODUCTION

1. The name and address of the Applicant are:

NGA 911, L.L.C.
8383 Wilshire Boulevard
Suite 800
Beverly Hills, CA 90211
Tel: (213) 284-1480
Fax: (646) 632-1311
don@nga911.com
www.nga911.com

2. Correspondence concerning this Application should be directed to Applicant's attorneys:

John J. Pringle, Jr.
Adams and Reese LLP
1501 Main Street, 5th Floor
Columbia, SC 29201
Phone: (803) 343-1270
Fax: (803) 779-4749
jack.pringle@arlaw.com

Following the grant of this Application, the Commission should direct all correspondence directly to Applicant's regulatory contact:

Michelle Bland
Director of Services
NGA 911, L.L.C.
Suite 800
Beverly Hills, CA 90211
Tel: (877) 899-8337
Fax: (646) 632-1311
services@nga911.com

3. In support of this Application, the following exhibits are attached hereto:

Exhibit A – Articles of Organization and Certificate of Authority to Operate in South Carolina

Exhibit B - Proposed Tariff

Exhibit C - Financial Information - **Confidential/Filed Under Seal**

Exhibit D - Management Biographies

Exhibit E – Proposed Notice of Filing and Hearing

II. DESCRIPTION OF THE APPLICANT

1. General Information

Applicant's legal name is NGA 911, L.L.C.. Applicant is a California limited liability company formed on May 17, 2006. A copy of its Articles of Organization and Certificate of Authority to Transact Business as a foreign LLC in South Carolina are attached as **Exhibit A**.

Applicant is currently authorized to provide intrastate telecommunications service in California, Texas, and West Virginia. Applicant has not been denied requested certification in any jurisdiction, nor has any permit, license, or certificate been permanently revoked by any authority.

2. Description of Proposed Services

Applicant seeks authority to provide facilities-based and resold local exchange, exchange access, and interexchange telecommunications services. Applicant will offer interexchange telecommunications statewide. To the extent Applicant provides switched local exchange services, it will initially do so in the areas served by AT&T and does not plan to provide service in areas of any small or rural local exchange carriers. However, Applicant does seek authority to provide local exchange services in all areas that are currently open, or become open in the future, to competition so that it may expand into other services as market conditions warrant.

Applicant will offer 9-1-1 selective routing, switching, aggregation and call transport. The Applicant intends to provide emergency call routing, transport, and related functionalities to state and municipal governmental agencies to support public service answering point (PSAP) operations. Applicant will rely primarily on existing facilities obtained from other carriers and utilities, but will construct its own facilities, as necessary.

Applicant does not intend to offer voice services, but seeks authority to do so, should Applicant decide to expand its services as market conditions dictate. To the extent Applicant provides voice telephone services in the future, Applicant intends to use the existing local exchange boundaries and established local calling scope of the incumbent local exchange carriers in South Carolina. Applicant will perform network and equipment maintenance necessary to ensure compliance with any quality of service requirements. Applicant will comply with all applicable Commission rules, regulations and standards, and will provide safe, reliable and high-quality telecommunications services in South Carolina. Applicant does not intend to provide retail residential local exchange services in South Carolina, and therefore the bond requirement set out in S.C. Code Ann. Regs. 103-607 does not apply to Applicant. In the event Applicant provides retail residential local exchange services in South Carolina, Applicant will comply with the provisions of S.C. Code Ann. Regs. 103-607.

Applicant's proposed tariff, setting forth the terms, conditions, rates, charges and regulations pursuant to which Applicant proposes to provide regulated telecommunications service is provided as **Exhibit B**.

3. Customer Service

Applicant's planned service offerings will meet or exceed the Commission's quality of service requirements. In addition, connectivity of Applicant's network will not impair the statewide public switched network. The following toll-free number is available for end user consumer inquiries: 1-877-899-8337. The person responsible for customer service is:

Michelle Bland
 Director of Services
 NGA 911, L.L.C.
 Suite 800
 Beverly Hills, CA 90211
 Tel: (877) 899-8337
 Fax: (646) 632-1311
services@nga911.com

III. QUALIFICATIONS OF APPLICANT

Applicant possesses the requisite financial, technical and managerial capabilities to operate as a competitive telecommunications provider as described in further detail below.

1. Financial Qualifications

Applicant possesses the requisite financial resources to provide telecommunications services in South Carolina. The most recent financial statements of Applicant will be provided under seal as **Exhibit C**. As shown in the financial statements, Applicant is financially qualified to operate within the State of South Carolina.

The financial information provided in **Exhibit C** is proprietary and confidential. Applicant requests, pursuant to S.C. Code Ann. § 39-9-10, *et seq.*, S.C. Code Ann. § 30-4-40(a)(1), S.C. Code Ann. Regs. 103-804(S)(2), and Commission Order No. 2005-226, that this information be treated confidentially, as it contains sensitive information regarding Applicant's business operations which is not normally subject to inspection by the public, and which, if disclosed, would result in substantial harm to Applicant's competitive position. Concurrent with this Application, Applicant is submitting its *Motion for Confidential Treatment*. As shown in the information provided, Applicant is financially qualified to operate within the State of South Carolina.

2. Technical and Managerial Qualifications

Applicant is technically and managerially qualified to provide competitive local exchange and interexchange services in South Carolina. Applicant's operations will be directed by its existing corporate management, technical, and operations staffs, who are responsible for the telecommunications operations of Applicant. A description of the background of Applicant's key personnel, which demonstrates the extensive telecommunications experience of its management team, is provided as **Exhibit D**. Neither Applicant nor any of its officers, directors, partners or managers has been or are currently the subject of any civil or criminal proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency that could adversely affect Applicant's ability to provide telecommunications services in South Carolina.

IV. **WAIVERS AND REGULATORY COMPLIANCE**

Applicant requests that, pursuant to 10 S.C. Reg. 103-601(3), the Commission waive those regulatory requirements that are inapplicable to competitive local exchange carriers because compliance with such rules would cause Applicant undue hardship. Specifically, Applicant requests a waiver of the following Commission Rules:

1. **10 S.C. Reg. 103-610:** Applicant requests a waiver of the requirement in Rule 103-610 that all records required under the rules be kept within the State. Applicant maintains its records at its principal offices in Beverly Hills, California. As such, maintaining a separate set of books and records in South Carolina for Applicant's South Carolina operations would be unduly costly and burdensome. Applicant states that all such books and records shall be provided to the Commission Staff or the Office of Regulatory Staff ("ORS") in a timely manner upon request.

2. 10 S.C. Reg. 103-611: Applicant requests that it be exempt from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts (“USOA”). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulation. As a competitive carrier, Applicant will not be subject to rate base regulation and therefore should not be subject to USOA requirements. Applicant maintains its books in accordance with Generally Accepted Accounting Principles (“GAAP”).

3. Flexible Regulation of Local Exchange Services: Applicant respectfully requests that its local service offerings be regulated in accordance with procedures outlined in Order No. 98-165 in Docket No. 97-467-C.

4. Alternative Regulation of Business Service Offerings. Applicant requests that all of its business service offerings be regulated pursuant to the procedures described and set out in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. It is Applicant’s intent by this request to have its business services regulated in the same manner as this Commission has permitted for AT&T Communications of the Southern States, Inc. (“AT&T”). Specifically, Applicant requests that the Commission:

- a. remove the maximum rate tariff requirements for its business services, private line, and customer network-type offerings;
- b. presume that the tariff filings for these uncapped services be valid upon filing. However, if the Commission institutes an investigation of a particular filing within seven (7) days, the tariff filing would be suspended until further order of the Commission; and
- c. grant Applicant the same treatment as AT&T in connection with any future relaxation of the Commission’s reporting requirements.

V. PUBLIC INTEREST CONSIDERATIONS

The grant of this Application will promote the public interest by increasing competition in the provision of telecommunications services in South Carolina. In addition to driving prices closer to costs, thereby ensuring just and reasonable rates, competition also promotes efficiency in the delivery of services and in the development of new services. These benefits work to maximize the public interest by providing continuing incentives for carriers to reduce costs while, simultaneously, promoting the availability of potentially desirable services. Applicant's operations will be overseen by a well-qualified management team with substantial telecommunications experience and technical expertise. Applicant will provide customers high quality, cost effective telecommunications services, with an emphasis on customer service.

The grant of this Application is consistent with S.C. Code Ann. Sec. 58-9-280(B), as amended by 1996 Act No. 354. Applicant makes the following representations:

- a. Applicant possesses the technical, managerial and financial resources sufficient to provide the services described in this application;
- b. Applicant's local services will meet the service standards required by the Commission;
- c. The provision of local services by Applicant will not adversely impact the availability of affordable local exchange service;
- d. Applicant, to the extent required by this Commission, will participate in the support of universally available telephone service at affordable rates;
- e. The provision of local service by the Applicant will not adversely impact the Public interest.

VI. CONCLUSION

For the reasons stated above, Applicant respectfully requests that the Commission expeditiously grant this Application for the authority to provide all types of facilities-based and resold local exchange, exchange access and interexchange telecommunications services, and grant Applicant's request for alternative and flexible regulation, the waivers described herein, and grant such other relief as is just and proper.

Respectfully submitted,

By: s/John J. Pringle, Jr.
John J. Pringle, Jr.
Adams and Reese LLP
1501 Main Street, 5th Floor
Columbia, SC 29201
Phone: (803) 343-1270
Fax: (803) 779-4749
jack.pringle@arlaw.com

Counsel for NGA 911, LLC

October 22, 2018

LIST OF EXHIBITS

Exhibit A-	Articles of Organization and Certificate of Authority to Transact Business
Exhibit B -	Proposed Tariff
Exhibit C-	Financial Information CONFIDENTIAL - FILED UNDER SEAL
Exhibit D-	Management Biographies
Exhibit E-	Proposed Notice of Filing and Hearing

EXHIBIT A

Articles of Organization and Certificate of Authority

201614410609

LLC-1

**Articles of Organization
of a Limited Liability Company (LLC)**

To form a limited liability company in California, you can fill out this form, and submit for filing along with:

- A **\$70** filing fee.
- A separate, non-refundable **\$15** service fee also must be included, if you **drop off** the completed form.

Important! LLCs in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to <https://www.ftb.ca.gov>.

LLCs may not provide "professional services," as defined by California Corporations Code sections 13401(a) and 13401.3.

Note: *Before submitting the completed form*, you should consult with a private attorney for advice about your specific business needs.

FILED**Secretary of State
State of California****MAY 17 2016**

This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm.

LLC Name (List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State.)

① **NGA 911, L.L.C.***Proposed LLC Name*

The name **must** include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd. Liability Co. or Ltd. Liability Company; and **may not** include: bank, trust, trustee, incorporated, inc., corporation, or corp., insurer, or insurance company. For general entity name requirements and restrictions, go to www.sos.ca.gov/business/be/name-availability.htm.

Purpose

- ② The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

LLC Addresses③ a. **4721 LAUREL CANYON BLVD., SUITE 100** **LOS ANGELES** **CA** **91607***Initial Street Address of Designated Office in CA - Do not list a P.O. Box**City (no abbreviations)**State Zip*

b.

*Initial Mailing Address of LLC, if different from 3a**City (no abbreviations)**State Zip*

Service of Process (List a California resident or a California registered corporate agent that agrees to be your initial agent to accept service of process in case your LLC is sued. You may list any adult who lives in California. You may **not** list an LLC as the agent. **Do not** list an address if the agent is a California registered corporate agent as the address for service of process is already on file.)

④ a. **MIKE GALAM***Agent's Name*b. **4721 LAUREL CANYON BLVD., SUITE 100** **LOS ANGELES** **CA** **91607***Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box**City (no abbreviations)**State Zip***Management** (Check only one.)

- ⑤ The LLC will be managed by:



One Manager



More Than One Manager



All Limited Liability Company Member(s)

This form must be signed by each organizer. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of organization.

Organizer - Sign here

MIKE GALAM

Print your name here

Make check/money order payable to: **Secretary of State**

Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

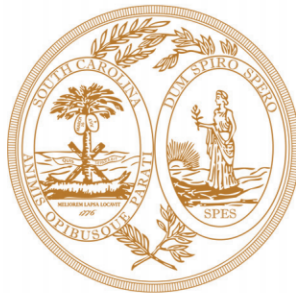
By Mail

Secretary of State
Business Entities, P.O. Box 944228
Sacramento, CA 94244-2280

Drop-Off

Secretary of State
1500 11th Street., 3rd Floor
Sacramento, CA 95814

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authority

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

NGA 911, L.L.C., a limited liability company duly organized under the laws of the State of California, and issued a certificate of authority to transact business in South Carolina on October 10th, 2018, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-1006, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great Seal
of the State of South Carolina this 19th day
of October, 2018.


Mark Hammond, Secretary of State

EXHIBIT B

Proposed Tariff

Tariff Schedule Applicable to
TELECOMMUNICATIONS SERVICES
Telecommunications Services Furnished by
NGA 911, L.L.C.
Between Points Within the State of South Carolina
Don Ferguson, CEO, NGA 911, L.L.C.
8383 Wilshire Blvd., Suite 800, Beverly Hills, CA 90211

Issuing Officer

Don Ferguson, CEO NGA 911, L.L.C.
8383 Wilshire Blvd., Suite 800, Beverly Hills, CA 90211

Introduction

This Tariff of Terms and Conditions, Services, and Rates (“Tariff”) describes the terms, conditions, and rates under which NGA 911, L.L.C. (“NGA 911” or “Company”) will provide telecommunications services, including 9-1-1 Emergency Services and NG9-1-1 Emergency Services in the state of South Carolina. By executing a NGA 911 Service Order Agreement (SOA) or Customer Agreement, or by using or paying for services provided herein, the Customer executing the SOA or Customer Agreement or paying for the services agrees to the service regulations and terms and conditions described herein.

The services covered in this Tariff are subject to availability. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities by the Company, when necessary because of lack of facilities, or due to some other case beyond the Company’s control.

TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page.

Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:

OUTLINE STRUCTURE

This document uses nine levels of indentations referred to as Tariff Information Management (TIM) Codes, as outlined below:

LEVEL APPLICATION EXAMPLE

1	Section Heading	1. APPLICATION AND REFERENCE
2	Sub Heading	1.3 TARIFF FORMAT
3	Sub Heading	1.3.1 LOCATION OF MATERIAL
4	Sub Heading/Text	A. Text
5	Sub Heading/Text	1. Text
6	Sub Heading/Text	a. Text
7	Sub Heading/Text	(1) Text
8	Sub Heading/Text	(a) Text
9	Footnotes	[1] Text

D. Check Sheets - When a tariff filing is made with the Commission, an updated

Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

CHECK SHEET

Sheets of this tariff as listed below are effective as of the date shown at the bottom of the respective sheet(s)

Sheet Number Revision

1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
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32	Original
33	Original
34	Original
35	Original
36	Original

Issuing Officer

Don Ferguson, CEO NGA 911, L.L.C.
8383 Wilshire Blvd., Suite 800, Beverly Hills, CA 90211

37	Original
38	Original
39	Original
40	Original
41	Original
42	Original
43	Original
44	Original
45	Original
46	Original
47	Original
48	Original
49	Original

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1 GENERAL**1.1 EXPLANATION OF SYMBOLS**

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate
- (Z) – To signify a correction

1.2 APPLICATION OF TARIFF**1.2.1 RESERVED FOR FUTURE USE****1.2.2 SERVICES PROVIDED TO**

The Company's services are available to government and quasi-government Public Safety Answering Points (PSAPs).

1.2.3 SERVICE TERRITORY

The Company's service territory is Statewide.

1.2.4 SERVICE ORDER AGREEMENT (SOA) OR CUSTOMER AGREEMENT

Continued use of, or payment for, services provided under a SOA or Customer Agreement after notification of modification to the terms and conditions described in this Tariff shall be deemed acceptance of those modifications.

1.3 DEFINITION OF TERMS

1.3.1 9-1-1

A three-digit telephone number used to facilitate the reporting of an emergency requiring response by a public safety agency.

1.3.2 AUTOMATIC LOCATION IDENTIFICATION (ALI)

The automatic display of the Public Safety Answering Point (PSAP) of the caller's telephone number, the address/location of the telephone and supplementary emergency services information of the location from which a call originates.

1.3.3 AUTOMATIC NUMBER IDENTIFICATION (ANI)

The telephone number associated with the access line from which a call originates.

1.3.4 AUTHORIZED USER

A person, firm, or corporation that is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively. An authorized user must be specifically named in the application for service.

1.3.5 BORDER CONTROL FUNCTION (BCF)

Provides a secure entry into the ESInet for emergency calls presented to the network. The BCF incorporates firewall, admission control, and may include anchoring of session and media as well as other security mechanisms to prevent deliberate or malicious attacks on PSAPs or other entities connected to the ESInet.

1.3.6 CALL

A generic term used to include any type of Request For Emergency Assistance (RFEA); and is not limited to voice. The term "call" can also be used to refer to either a "Voice Call", "Video Call", "Text Call" or "Data-only call", since they are handled the same way through most of Next Generation 9-1-1 (NG9-1-1).

1.3.7 CALL BRIDGING

The act of adding an additional party to an existing Call; i.e., the origination of another leg on an existing Call to include an additional party. With Call Bridging, the party adding the additional party remains connected to the Call after the additional party is added.

1.3.8 CALL ROUTING

The process of delivering a 9-1-1 Call to the appropriate PSAP.

1.3.9 CALL TRANSFER

The act of adding an additional party to an existing Call; i.e., the origination of another leg on an existing Call to include an additional party. With Call Transfer, the party adding the additional party may disconnect before the additional party answers.

1.3.10 CENTRAL OFFICE (CO)

A switching unit providing telecommunication services to Customers, designed for terminating and interconnecting lines and trunks. More than one CO may be located in a building.

1.3.11 COMMISSION

Public Service Commission of South Carolina.

1.3.12 COMMON CARRIER

An authorized company or entity providing telecommunications services to the public.

1.3.13 COMPANY

NGA 911, L.L.C.

1.3.14 CUSTOMER

A person, partnership, firm, municipality, cooperative organization, corporation, or governmental agency furnished communications service by the Company under the provisions and regulations of this tariff and who is responsible for paying the communication service bills and for complying with applicable rules and regulations of the Company.

1.3.15 CUSTOMER PREMISES

A location designated by the Customer for the purposes of connecting to the Company's services.

1.3.16 CUSTOMER PREMISES EQUIPMENT (CPE)

Communications or terminal equipment located in the customer's facilities – Terminal Equipment at a PSAP.

1.3.17 DATA SYNCHRONIZATION

Keeping multiple datasets in coherence with one another to maintain data integrity.

1.3.18 DATABASE MANAGEMENT SYSTEM (DBMS)

A system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or ALI for E9-1-1 systems.

1.3.19 DEMARCATION POINT

A defined boundary dividing one area of responsibility from another.

1.3.20 EMERGENCY CALL ROUTING FUNCTION (ECRF)

A functional element in an Emergency Services IP network (ESInet) which is a Location-to-Service Translation (LoST) protocol server where location information (either civic address or geo-coordinates) and a Service Uniform Resource Name (URN) serve as input to a mapping function that returns a Uniform Resource Identifier (URI) used to route an emergency Call toward the appropriate PSAP for the caller's location or towards a responder agency.

1.3.21 ESInet

An ESInet is a managed IP network that is used for emergency services communications, and which can be shared by all public safety agencies. It provides the IP transport infrastructure upon which independent application platforms and core services can be deployed, including, but not restricted to, those necessary for providing Next Generation 9-1-1 (NG9-1-1) services. ESInets may be constructed from a mix of dedicated and shared facilities. ESInets may be interconnected at local, regional, state, federal, national and international levels to form an IP-based inter-network (network of networks). The term ESInet designates the network, not the services that ride on the network.

1.3.22 EMERGENCY SERVICE NUMBER (ESN)

An ESN is a number, typically three to five digits in length, that maps to a primary 9-1-1 Call handler (usually a PSAP), and a set of emergency service agencies (e.g., law enforcement, fire, emergency medical service) that serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ).

1.3.23 EMERGENCY SERVICES ROUTING PROXY (ESRP)

An i3 functional element which is a Session Initiation Protocol (SIP) proxy server that selects the next hop routing within the ESInet based on location and policy. There is an ESRP on the edge of the ESInet. There is usually an ESRP at the entrance to a NG9-1-1 PSAP. There may be one or more intermediate ESRPs between them.

1.3.24 FACILITIES

CO equipment, supplemental equipment, apparatus, wiring, cables (outside plant) and other material and mechanisms necessary to or furnished in connection with the services of the Company.

1.3.25 GEOGRAPHIC INFORMATION SYSTEM (GIS)

A system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced.

1.3.26 GEOSPATIAL ROUTING

The process by which 9-1-1 Calls are routed to the appropriate PSAP or other designated destination, based on the caller's location information, and may also be impacted by other factors, such as time of day, Call type, etc. Location may be provided in the form of geo coordinates (longitude and latitude). Location may be conveyed to the system that performs the selective routing function in the form of ANI or pseudo-ANI (p-ANI) associated with a preloaded ALI database record (in Legacy 9-1-1 systems), or in real time in the form of a Presence Information Data Format – Location Object (PIDF-LO) (in NG9-1-1 systems) or whatever forms are developed as 9-1-1 continues to evolve.

1.3.27 GOVERNING BODY

A board of county commissioners of a county or the city council or other governing body of a city, city and county, or town or state or the board of directors of a special district that oversees the PSAP within the Governing Body's jurisdiction.

1.3.28 HOLIDAY

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.

1.3.29 i3

A standard by which National Emergency Number Association (NENA) defines functional and interface standards for NG9-1-1. NENA i3 introduces the concept of an ESInet, which is designed as an IP based inter-network (network of networks) shared by all agencies which may be involved in any emergency.

1.3.30 i3 LOGGING

An event and media logger. The Logging Service accepts log event records and media streams in a standardized form, stores them, and provides a standardized retrieval function for these records.

1.3.31 INDIVIDUAL CASE BASIS (ICB)

Denotes a condition in which the terms and conditions, if applicable, rates, and charged for an offering are developed based on the circumstances in each case. Competitive pricing arrangements at negotiated rates or other terms may be furnished on an ICB in response to a request by a Customer to the Company, for alternate terms, for proposals or for competitive bids. Service offered under this Tariff provision will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the Tariff. Specialized rates or charged will be made available to Customers with similar service specifications on a non-discriminatory basis.

1.3.32 INSIDE WIRE

Wiring located on the building owner's Customer's side of the demarcation point. Such wiring is deregulated. Installation and maintenance of Inside Wiring is the responsibility of the Customer or premises owner.

1.3.33 JOINT USER

A corporation, firm, or person designated by the Customer as a user of service furnished by the Company to the Customer, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

1.3.34 LEGACY NETWORK GATEWAY (LNG)

A NG9-1-1 Functional Element (FE) that provides an interface between a non-IP originating network and a Next Generation Core Services (NGCS) enabled network.

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1.3.35 LEGACY PSAP GATEWAY (LPG)

The LPG is a signaling and media interconnection point between an ESInet and a legacy PSAP. It plays a role in the delivery of Calls that traverse an i3 ESInet to get to a legacy PSAP, as well as in the transfer and alternate routing of emergency Calls between legacy PSAPs. The Legacy PSAP Gateway supports an IP (i.e., SIP) interface towards the ESInet on one side, and a traditional Multi-Frequency (MF) or Enhanced MF interface (comparable to the interface between a traditional Selective Router and a legacy PSAP) on the other.

1.3.36 LEGACY SELECTIVE ROUTER GATEWAY (LSRG)

The LSRG provides an interface between a 9-1-1 Selective Router and an ESInet, enabling Calls to be routed and/or transferred between Legacy and NG networks. A tool for the transition process from Legacy 9-1-1 to NG9-1-1.

1.3.37 LOCAL ACCESS AND TRANSPORT AREA (LATA)

A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

1.3.38 LOCAL EXCHANGE CARRIER (LEC)

Any person authorized by the Commission to offer local exchange telecommunications services whether as a facility-based carrier or reseller.

1.3.39 LOCAL EXCHANGE SERVICE

The furnishing of telecommunications services by a Local Exchange Carrier to a Customer within an exchange for local calling. This service also provides access to and from the telecommunication network for long distance calling.

1.3.40 LOCATION DATABASE (LDB)

The Location Database server retains all of the current information, functionality, and interfaces of today's ALI and can utilize the new protocols required in a NG9-1-1 deployment.

1.3.41 LOCATION INFORMATION SERVER (LIS)

A LIS is a functional element in an IP-capable originating network that provides locations of endpoints (i.e., calling device). A LIS can provide Location by-Reference, or Location-by-Value, and, if the latter, in geo or civic forms. A LIS can be queried by an endpoint for its own location, or by another entity for the location of an endpoint. In either case, the LIS receives a unique identifier that represents the endpoint, for example an IP address, circuit-ID or Media Access Control (MAC) address and returns the location (value or reference) associated with that identifier. The LIS is also the entity that provides the dereferencing service, exchanging a location reference for a location value.

1.3.42 LOCATION VALIDATION FUNCTION (LVF)

A functional element in a NGCS that is a Location-to-Service Translation (LoST) protocol server where civic location information is validated against the authoritative GIS database information. A civic address is considered valid if it can be located within the database uniquely, is suitable to provide an accurate route for an emergency Call and adequate and specific enough to direct responders to the right location.

1.3.43 LOCATION-TO-SERVICE TRANSLATION (LoST) PROTOCOL

A protocol that takes location information and a Service URN and returns an URI. Used generally for location-based Call Routing. In NG9-1-1, used as the protocol for the ECRF and LVF.

1.3.44 MAINTENANCE OF SERVICE

Maintenance of Service denotes an occurrence of a visit to a Customer's premises in connection with a service difficulty when it is determined that the difficulty is due to a condition in Customer-provided facilities, terminal equipment, a communication system or for Customer-maintained premises wire. When a Maintenance of Service visit is made, Customer Premises Visit Charges will apply.

1.3.45 MEET POINT

A meet point is a point of interconnection between two networks, designated by two telecommunications carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

1.3.46 MINIMUM POINT OF ENTRY

The closest practicable point to where facilities of the Company cross a property line or enter a building.

1.3.47 NATIONAL EMERGENCY NUMBER ASSOCIATION (NENA)

A not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number." NENA is a networking source and promotes research, planning and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 9-1-1 systems.

1.3.48 NETWORK CONTROL SIGNALING

Transmission of signals (including SIP) used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (Call process signals indicating reorder or busy conditions, alerting tones) to control the operating of switching (including virtual switching) equipment in the system.

1.3.49 NG9-1-1 CORE SERVICES (NGCS)

The base set of services needed to process a 9-1-1 Call using the standards and interfaces of i3. These services are enabled by the NGCS FE ESRP, ECRF, LVF, BCF, Bridge, Policy Store, Logging Services and typical IP services such as DNS and DHCP. The term NG9-1-1 Core Services includes the services and not the network on which they operate. See ESInet.

1.3.50 NG9-1-1 EMERGENCY SERVICES

NG9-1-1 Emergency Services means a secure, IP-based, open-standards system comprised of hardware, software, data, NGCS FE, and operational policies and procedures.

1.3.51 NG9-1-1 SERVICE PROVIDER

The entity responsible for establishing and overseeing the functions necessary to accept NG9-1-1 Calls placed by callers, delivering the 9-1-1 Calls to PSAPs using appropriate routing logic, and delivering emergency response information such as ANI and ALI.

1.3.52 NGA 911, LLC

NGA 911, LLC, the filer of this tariff.

1.3.53 NGCS FUNCTIONAL ELEMENTS (FE)

Any of the components of the NENA i3 specification that provide defined functions in delivering geospatial routing of 9-1-1 Calls. These include but are not limited to ESRP, ECRF, LVF, BCF, SI, Policy Store, and i3 Logging Services.

1.3.54 NON-RECURRING CHARGE (NRC)

The initial charge, usually assessed on a one-time basis, to initiate and establish service.

1.3.55 ORIGINATING CARRIER / ORIGINATING SERVICE PROVIDER (OSP)

An entity that provides telecommunications services to an end user placing a Call.

1.3.56 PERSON

Any individual, firm, partnership, co-partnership, limited partnership, joint venture, association, cooperative organization, limited liability corporation, corporation (municipal or private and whether organized for profit or not), governmental agency, state, county, political subdivision, state department, commission, board, or bureau, fraternal organization, nonprofit organization, estate, trust, business or common law trust, receiver, assignee for the benefit of creditors, trustee, or trustee in bankruptcy or any other service user.

1.3.57 PHYSICAL DEMARCATION

A mutually-defined boundary dividing one area of responsibility for managing tangible assets, such as computers, routing hardware, or transmission lines from another.

1.3.58 POINT OF INTERCONNECTION (POI)

A Physical Demarcation between an originating carrier network and a NG9-1-1 network.

1.3.59 POLICY ROUTING FUNCTION (PRF)

That functional component of an ESRP that determines the next hop in the SIP signaling path using a policy.

1.3.60 PREMISES

All the space in the same building that a Customer has the right of occupancy to the exclusion of others or shares the right of occupancy with others; and all space in different buildings on continuous property, provided such buildings are occupied solely by one Customer. Foyers, hallways, and other space provided for the common use of all occupants of a building are considered the premises of the operator of the building.

1.3.61 PRIVATE BRANCH EXCHANGE (PBX)

A private telephone switch that is connected to the Public Switched Telephone Network.

1.3.62 PROTECTOR

An electrical device located in a CO, a Customer premises or anywhere along the telecommunications facility path. This device protects both the Company's and the Customer's property and facilities from high voltages and surges in current.

1.3.63 PSEUDO AUTOMATIC NUMBER IDENTIFICATION (pANI)

A number consisting of the same number of digits as ANI and used to query routing and ALI databases.

1.3.64 PUBLIC AGENCY

See "Governing Body"

1.3.65 PSAP

An entity responsible for receiving 9-1-1 calls and processing those calls according to a specific operational policy. PSAPs operate under the direction of the Governing Body and are responsible to direct the disposition of 9-1-1 Calls.

- Primary PSAP: A PSAP to which 9-1-1 calls are routed directly from the 9-1-1 Control Office.
- Secondary PSAP: A PSAP to which 9-1-1 calls are transferred from a Primary PSAP.
- Alternate PSAP: A PSAP designated to receive calls when the primary PSAP is unable to do so.
- Consolidated PSAP: A facility where multiple Public Safety Agencies choose to operate as a single 9-1-1 entity.
- Legacy PSAP: A PSAP that cannot process calls received via i3-defined call interfaces (IP based calls) and still requires the use of CAMA or ISDN trunk technology for delivery of 9-1-1 emergency calls.

- Serving PSAP: The PSAP to which a call would normally be routed.
- NG9-1-1 PSAP: This term is used to denote a PSAP capable of processing calls and accessing data services as defined in NENA's i3 specification, NENA NENA-STA-010, and referred to therein as an "i3 PSAP".

1.3.66 RECURRING CHARGES

The charges to the Customer for services, facilities and equipment, that continue to be assessed, usually on a monthly basis, for the agreed upon duration of the service.

1.3.67 SERVICE INTERRUPTION

The inability to complete Calls due to equipment malfunctions or human errors. Service Interruption shall not include service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Service Interruption include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company.

1.3.68 SERVICE ORDER AGREEMENT (SOA) OR CUSTOMER AGREEMENT

The written request for Company services executed by the Company and Customer in the format devised by the Company. The signing of a/or Customer Agreement by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

1.3.69 SIP

A protocol (RFC3261) defined by the Internet Engineering Task Force (IETF) that defines a method for establishing multimedia sessions over the Internet. Used as the Call signaling protocol in VoIP, i2 and i3.

1.3.70 SPATIAL INTERFACE (SI)

SI is the interface between the GIS provided information and the FE that consume GIS data, such as the ECRF and/or LVF.

1.3.71 TELEMATICS

Personal safety devices utilizing a combination of electronic sensors, wireless communications technologies, and/or location determination technologies to signal or notify Telematics service providers when assistance is required. While Telematics devices are used for non-emergency purposes such as roadside assist or concierge services, navigation assistance, and vehicle tracking, the services described herein are specifically designed to facilitate the delivery of emergency Telematics Calls to the appropriate responding agencies, where facilities permit.

1.3.72 TIME DIVISION MULTIPLEXING (TDM)

A digital multiplexing technique for combining a number of signals into a single transmission facility by interweaving pieces from each source into separate time slots.

1.3.73 WIRE CENTER

The building that houses the local switching equipment (CO)s from which exchange and private line services are furnished and where cable facilities are terminated.

2 RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

Company intends to offer NG9-1-1 emergency services to government and quasi-government PSAPs and carrier-to-carrier NG9-1-1 services, including bundles of data, voice and/or wireless services in support of NG9-1-1 service. Applicant will not provide residential telecommunications services. The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

2.1.2 SCOPE

- A. The Company does not undertake to transmit messages under this Tariff.
- B. The Company shall be responsible only for the installation, operation and maintenance of the equipment and services which it provides.
- C. The Company will, for maintenance or troubleshooting, test its services only to the extent necessary to detect and/or clear troubles.
- D. Services are provided twenty-four (24) hours daily, seven (7) days per week, three-hundred-sixty-five (365) days a week (three-hundred-sixty-six (366) days a year on a leap year) except as set forth in other applicable sections of this Tariff.
- E. The Company does not warrant that its facilities and services meet standards other than those set forth in this Tariff and associated Technical Publications.

2.1.2 LIMITATIONS

The Customer may not assign or transfer the use of services provided under this Tariff.

2.1.3 LIABILITY

- A. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, maintenance, provision, preemption, repair or restoration of service, termination, and subject to the provisions of B. through D., following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this Tariff as a Credit Allowance for a Service Interruption.
- B. The Company is not liable for damages to the customer premises resulting from

providing a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

C. The Company shall not be liable for any act or omission of any customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any customer providing a portion of a service.

D. The Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of services offered under this Tariff, involving:

1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
2. Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the customer.
3. All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this Tariff.

A. INDEMNIFICATION BY CUSTOMER

The customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company or the customer.

B. CUSTOMER-PROVIDED EQUIPMENT

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by customer-provided equipment or premises wire.

C. USE OF FACILITIES OF OTHER COMPANIES

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

2.2 LIABILITY OF THE COMPANY

In the case of destruction of, or damage to any of the Company's equipment, apparatus, instruments, accessories or wiring due to the negligence or willful act of the Customer and not due to ordinary wear and tear, the Customer will be held responsible for the cost of restoring the equipment, apparatus, instruments, accessories or wiring to its original condition, or of replacing the equipment, instruments, apparatus, accessories or wiring destroyed. The Customer is required to reimburse the Company for loss, through theft of equipment, apparatus, instruments, accessories or wiring furnished to the Customer.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

Acceptance of the provisions of Section 2.2 by the Commission does not constitute its determination that any disclaimer or warranties or representations imposed by the Company should be upheld in a court of law.

Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.

In view of the fact that the Customer has exclusive control of its communications over the facilities furnished it by the Company, and of the other uses for which facilities may be furnished it by the Company, and because of unavoidable errors incidental to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the following terms, conditions and limitations.

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense due to the following:

Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or common carriers, except as contracted by the Company.

Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, acts of terrorism, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; any law, order, regulation or other action of any governing authority or agency thereof

Any unlawful or unauthorized use of Company facilities and services.

Libel, slander, invasion of privacy or infringement of patents, trade se combination of Company-provided facilities or services.

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Breaches in the privacy or security of communications transmitted over Company facilities.

Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in section 2.2.1.

Defacement of or damage to Customer Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof.

Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities.

Any non-completion of Calls due to network busy conditions.

Any Calls not actually attempted to be completed during any period that service is unavailable.

Any other claims resulting from any act or omission of the Customer or patron of the Customer relating to the use of Company services or facilities.

2.2.1 LIMITATIONS

Except as otherwise provided herein, no liability for direct, incidental punitive or consequential damages shall attach to the Company, its officers, directors, agents, servants or employees, for damages or costs arising from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities, in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customer or users of the service or facilities) in the absence of gross negligence or willful and wanton conduct, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.

2.2.2 EQUIPMENT INTERRUPTION, FAILURES

The remedy against the Company for an interruption or failure of service resulting from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities shall be as follows: At the Company's option, the Company shall either repair or replace any item of its facilities or defective part thereof at Company's expense.

2.2.3 SERVICE IRREGULARITIES

2.2.4 LIABILITY IN CASES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT

Nothing in this Tariff shall be construed to limit the Company's liability in cases of gross

negligence or willful misconduct.

2.2.5 TRANSMISSION OF MESSAGES

The Company does not transmit messages but offers the use of its facilities, when available, for communications between parties, each of which is present at a telephone or communications device.

2.2.6 CONNECTIONS WITH OTHER TELECOMMUNICATIONS PROVIDERS

When the Company uses the facilities or services of other companies to establish connections or provide services to Customer, the Company shall not be liable for any act or omission of the other company or companies, their agents, or employees, that limit the ability of Company to provide services to Customer as described in the Service Order Agreement (SOA) or Customer Agreement and this Tariff.

2.2.7 MAINTENANCE AND REPAIR

All ordinary expense of maintenance and repair in connection with services provided by the Company is borne by the Company unless otherwise specified.

2.2.8 NON-SERVICE AFFECTING MAINTENANCE AND REPAIR

At the Customer's request, non-service affecting maintenance and repair may be performed outside the Company's regular business hours or, in the Company's sole discretion and subject to any conditions it may impose, in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.2.9 NON-RECURRING CHARGES DO NOT APPLY TO REPAIR SERVICE.

2.2.10 DATABASE ERRORS AND OMISSIONS

Notwithstanding any other provisions herein, the Company expressly denies any representation or warranty that database records, data, or other information created, utilized or furnished hereunder will be furnished without interruption or free of errors or omissions. In no event shall the Company, its officers, directors, agents, servants, or employees, be liable for direct, incidental, punitive, or consequential damages for damages or costs arising from any such interruptions, errors, or omissions, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.

2.2.11 LIMITATION OF LIABILITY

Nothing in this Tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.3 OBLIGATIONS OF THE CUSTOMER

The customer shall be responsible for:

2.3.1 AGREEMENTS AND ORDERS

Making proper application for service; placing any necessary orders, entering into a Service Order Agreement (SOA) or Customer Agreement with the Company; complying with the SOA or Customer Agreement and Tariff regulations; payment of all applicable charges for services pursuant to this Tariff; and not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities.

2.3.2 CUSTOMER BUILDING SPACE

The Customer is required to provide adequate lighting, atmospheric control, and building space for the proper installation, operation and maintenance of the equipment and facilities placed by the Company on the Customer's premises at no charge to the Company. When Company equipment installed on the Customer's premises requires power for its operation, the Customer is required to provide such power at no charge to the Company. The Customer is required to provide adequate commercial power, electrical outlets, wiring, and environmentally appropriate conditions necessary for the proper operation of the Company's equipment on the Customer's premises.

2.3.3 CUSTOMER PREMISE OPERATIONS

All operations at the Customer's premises will be performed at the expense of the Customer and must conform to all rules and regulations the Company may adopt as necessary in order to maintain a proper standard of service.

2.3.4 DAMAGES FROM CONNECTION

The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff or the SOA or Customer Agreement including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or Joint or Authorized Users contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.3.5 DAMAGES TO THE FACILITIES

The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

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2.3.6 INSTALLATION AND TERMINATION OF SERVICES

Customer shall obtain, maintain, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of communications cable and associated equipment used to provide services to the Customer from the Point of Termination (POT) to the location of the equipment space. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service and entering into a SOA or Customer Agreement with the Customer.

2.3.7 INTERFACES, BANDWIDTH, AND POWER

The Customer shall ensure that the system and/or equipment is properly interfaced with Company facilities and services, that the signals emitted into the Company's network are of the proper bandwidth, power, proper mode, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and any service agreement between the Company and the Customer and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Customer fails to maintain the system and/or equipment properly, with resulting imminent harm to Company personnel, equipment, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon five (5) days written notice via first class U.S. mail, terminate the Customer's service.

2.3.8 NEGLIGENCE OR INTENTIONAL ACT OF THE CUSTOMER

To the extent caused by any negligent or intentional act of the Customer, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this Tariff, any other Tariff of the Company, or with the SOA or Customer Agreement, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

2.3.9 PREMISE ACCESS

When required for the Company's personnel to install, repair, maintain, program, inspect, or remove equipment for the provision of the Company's services the Customer is responsible for making available access to its premises at times mutually agreed upon to by the Company and the Customer.

2.4 APPLICATION FOR SERVICE

2.4.1 APPLICATION FOR SERVICE

Applications for establishment of service must be made to the Company in writing. These applications become contracts upon approval by the Customer and the Company or the establishment of service and shall be subject at all times to the lawful rates, charges and regulations of the Company.

2.4.1.1 ADDITIONAL SERVICES

Requests from Customers for additional service or equipment must be made in writing and, upon approval of installation of the service, will become a part of the original contract, except that each additional item is subject to the appropriate Tariff rates, charges and initial contract period, if any.

2.4.1.2 RATE CHANGE

Any change in rates, charges or regulations authorized by the legally constituted authorities will act as a modification of all contracts to that extent without further notice.

2.4.2 INITIAL CONTRACT PERIOD

The Initial Contract Period is one (1) year unless otherwise specified in this Tariff or mutually agreed upon by contract. Penalties may apply for early termination of the Customer Agreement or SOA.

2.4.2.2 EXTENSION

Except as otherwise stated in this Tariff, Customer Agreement, or SOA, at the expiration of the initial term specified in each or in any extension thereof, service shall be renewed automatically for a one (1) year term upon written notification to the Customer sixty (60) days prior to the expiration of the initial term, unless the Customer provides written notice of intent not to renew such agreement at least sixty (60) days prior to the end of the initial or any additional term. Termination shall not relieve the Customer of its obligations to pay any charges incurred under the Customer Agreement or SOA and this Tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term shall survive such termination.

2.4.3 CANCELLATION AND DEFERMENTS

When the Customer is advised by the Company that ordered services are available on the requested due date, and the Customer is unable or unwilling to accept service at the time, the facilities will be held available for the Customer for a thirty (30)-business day grace period. If after thirty (30) business days the Customer has still not accepted service, regular monthly billing for the ordered services may begin, or the facilities will be released for other service order activity, and cancellation charges (non-recurring charges that would have applied had the service been installed) may be applied. These cancellation and deferment provisions apply to requests for all Company services.

2.5 PAYMENT FOR SERVICE

2.5.1 PAYMENT

The Customer is responsible for payment of all charges for equipment, facilities and services furnished the Company, including charges for services originated, or charges accepted, at such services.

2.5.2 BILLING

The Customer will be billed directly by the Company and charges will be included in the Customer's regular bill pursuant to billing and collection agreements established by the Company with the applicable Customer.

2.5.3 BILLING CYCLE

Unless otherwise specified, all charges for Company-provided equipment, and services start the day after service is installed, and will continue through the day service is disconnected and are payable monthly in advance. Charges for usage or transaction related services are payable monthly for services used in the previous billing cycle.

2.5.4 PRO RATE

When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

2.5.5 INDEBTED

In the event a Customer is indebted to the Company for charges and services previously rendered in South Carolina, or for service under one or more accounts at the same location, and the Customer does not pay the charges or satisfy such indebtedness, the Company may charge and bill such indebtedness against other accounts of this Customer.

2.5.6 UNDERPAYMENT

In the event that payment from a Customer is less than the total amount of all charges owed to the Company and the Customer does not specifically designate the manner in which they wish to apply said payment, then the Company may apply all or any part of the payments received to such accounts or indebtedness in any manner that the Company deems appropriate.

2.5.7 FRACTIONS

Except as otherwise specified, where the rate to be charged for a particular service is determined by applying a percentage or similar factor to a quoted rate, and such computation results in a fraction, the charge for the service shall be computed to the nearest cent, a half cent being increased to the next higher cent.

2.5.8 LIEN

The furnishing of services, and equipment and any indebtedness resulting therewith shall not

result in a lien, mortgage or other security interest in any real or personal property of the Customer, unless such indebtedness has been reduced to judgment.

2.5.9 DISCONTINUANCE OF SERVICE

Service may be discontinued or refused to a Customer for the nonpayment of any sum for service furnished in the State of South Carolina or for the provision of facilities which also have been provided in South Carolina. The Company will not be responsible if a Customer's service is discontinued after payment has been remitted, unless the payment is timely.

2.5.10 TEMPORARY DISCONTINUANCE OF SERVICE

Except as provided for equipment or systems subject to the F.C.C.'s Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with A., preceding, the Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, Credit Allowance for Service Interruptions as set forth in 2.4.5, following, is not applicable.

2.5.11 NONPAYMENT

Unless otherwise specified, in the event it becomes necessary for service to be discontinued to a Customer for nonpayment, a written notice of at least seven days (measured from the date of mailing) will be given to the Customer advising the Customer of the amount due and the date by which the same must be paid to avoid service being discontinued. If the Customer fails to pay or make suitable arrangements for payment by said due date, the Company may suspend the service or discontinue the service and remove any or all of the Company's equipment from the Customer's premises.

2.5.12 PAYMENT

Payment of bills for service may be made by any means mutually acceptable to the Customer and the Company. Payment that is not honored or paid by the payer's designated financial institution will be considered as nonpayment. A returned payment charge is applicable to the account for each occasion that a payment is returned to the Company for reason of insufficient funds or Closed account.

- Maximum Returned Payment Charge: \$25

2.5.13 METHOD OF PAYMENT

Customers may have the following options as to the method of paying bills for Company provided service:

- If by U.S. Mail, by check or money order only;

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- By any means acceptable to financial institutions and the Company.

2.5.14 TIMELY PAYMENT

Payments received by the Company on or before the due date on the Customer's bill will be considered timely. The following billing information shall be remitted with payment:

- Customer's name;
- Customer's telephone number
- Customer's address;
- Customer's Account Code (if applicable);
- Customer's account type;
- Amount of payment;
- Other information as required by the service agreement.

2.5.15 LATE PAYMENT

Payments received by the Company after the due and payable date on the Customer's bill may result in discontinuance of the Customer's service.

2.5.16 DEPOSITS

The Company does not collect customer deposits.

2.5.17 LATE PAYMENT CHARGES

A maximum late payment charge of 1.5% per month applies to all billed balances that are not paid by the billing date shown on the next bill and may not exceed 5% of the total original unpaid charges. Billed balances upon which late charges are calculated do not include any charges billed as local taxes.

2.5.18 COLLECTION OF LATE CHARGES

Collection procedures and temporary disconnection of service are unaffected by the application of a late charge. The late payment charge does not extend the time for payment or otherwise enlarge or change the rights of a Customer. Notice of intention to pay late will not avoid this charge.

2.5.19 LATE PAYMENT EXEMPTIONS

The late payment charge does not apply to the following:

- Bills mailed more than ten days after bill date.
- One-time miscellaneous bills.
- Final bills.
- Billed amounts under dispute that are resolved to the Company's satisfaction in the Customer's favor.

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2.6 CUSTOMER COMPLAINTS AND BILLING DISPUTES

2.6.1 TOLL FREE NUMBER

The Company provides the following toll-free number (877) 899-8337 for customers to contact the Company.

2.6.2 BILLING DISPUTE

The Company may be notified by the Customer of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.

2.6.3 CUSTOMER COMPLAINT

Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

South Carolina Office of Regulatory Staff 1401 Main Street, Suite 900 Columbia, SC 29201

2.6.4 COURT COSTS

The Company will not collect attorney fees or court costs from customers.

2.7 TAXES AND FEES

2.7.1 TAX

Rate schedules of the Company in South Carolina do not include any municipal, license, franchise, or occupation tax, costs of furnishing service without charge, or similar taxes or impositions on the Company.

2.7.2 STATE AND LOCAL TAX

All state and local taxes and fees shall be listed as separate line items on the Customer's bill.

2.7.3 TAX EXEMPTION

If the Customer provides the Company with written verification, acceptable to the company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption, service shall not be subject to taxes for a given taxing jurisdiction.

2.7.4 COST OF DOING BUSINESS

The amount paid by the Company to a municipality as a cost of doing business within that municipality under a franchise, or pursuant to a license or occupation tax levied by the municipality, will be added to the bill for service to the Company's Customers within such municipality and for the privilege of employment within the municipality shall be so surcharged.

2.8 ADJUSTMENT OF CHARGES

2.8.1 SERVICE INTERRUPTIONS

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For the purpose of applying this provision, the word “interruption” shall mean the inability to complete Calls either incoming or outgoing or both. Interruption does not include, and no credit allowance shall be given for, service difficulties such as busy circuits or other network and/or switching capacity shortages or as further defined.

2.8.2 CREDIT

A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in the equipment owned, provided, and billed for, by the Company.

B. The credit allowance will not apply where service is interrupted by the negligence or willful act of the Customer or the failure of facilities provided by the Customer, or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of unlawful or improper use of the facilities or services, or any other reason covered by the Tariff or as further defined.

C. No credit allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the Customer is responsible for providing electric power.

D. Should any such error, mistake, omission, interruption, failure, delay, defect or malfunction of equipment or facilities result in an interruption or failure of service to a Customer for more than eight hours during a continuous twenty-four (24)-hour period after being reported by the Customer or discovered by the Company, whichever occurs first, an appropriate adjustment shall be made automatically by the Company to the Customer’s bill. The adjustment, unless further defined, shall be a credit allowance on the monthly bill of 1/30 of the Tariff monthly rate for all services and facilities affected by such interruption or failure for each occurrence of more than eight hours in a continuous twenty-four (24)-hour time period after notice by the Customer or discovery by the Company, whichever occurs first. Credit allowances in any billing period shall not exceed the total charges for that period for the services and facilities that are affected by the interruption or failure.

F. Not by way of limitation and in addition, in the event that there is a delay in installation of service, if any service date is promised, or any failure to service or properly maintain the items of service as provided for herein concerning maintenance or any failure to repair or replace the items of service, then any refunds due, as provided within agreements with the customer, shall be applied.

G. Under all circumstances set forth above, the Company shall not be liable to the Customer or any other persons for special, incidental, punitive, or consequential damages, losses, expenses, or costs, if any.

2.8.3 OVERCHARGE

When a customer has been overcharged, the amount shall be refunded or credited to the customer.

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2.8.4 UNDERCHARGE

When a customer has been undercharged, the amount of undercharge shall be billed to the customer consistent with applicable state rules and/or contractual agreements.

2.9 SPECIAL SERVICES

In cases where a customer requests special or unique arrangement which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this Tariff, the Company, may provide the requested services. Appropriate recurring charges and/or Non-Recurring Charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

2.9.1 GENERAL

The rates and charges quoted in the Tariff of the Company contemplate the use of service arrangements, and equipment in quantities and types regularly furnished by the Company. Where equipment, or service arrangements are requested which are not provided for in the Company's applicable Tariff, monthly rates and one-time charges, such as Non-Recurring and construction charges, will apply based on the circumstances in each case.

2.9.2 SPECIAL SERVICE ITEMS

Special service and equipment items requested will be provided whenever, in the judgment of the Company, there is a valid reason for providing the service requested. In such cases, the Company reserves the right to require an initial contract period commensurate with relevant circumstances.

2.9.3 REGULAR BUSINESS HOURS

The rates and charges specified contemplate that work will be performed during regular working hours and that work once begun will not be interrupted by the Customer. If, at the request of the Customer, work is performed outside of regular working hours, either to meet the Customer's convenience or because the time allowed is insufficient to permit completion during regular hours or if the Customer interrupts work which has begun, the Customer may be required to pay any additional costs incurred.

2.9.4 EXPEDITED SHIPPING

The rates and charges quoted in the Tariff of the Company contemplate the use of standard procedures and practices for furnishing service, and equipment. If the Customer requests special procedures or practices, such as expedited material handling or shortened installation intervals using overtime, etc., additional rates and charges will apply based on the circumstances in each case. These special practices or procedures will be provided at the discretion of the Company, depending upon each individual case.

2.10 TERMINATION OF SERVICE

2.10.1 CANCELLATION

The Customer may cancel service orally or in writing, unless specified differently within the term agreement. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, services, etc., that accrue through the end of the Customer's bill cycle, unless otherwise noted in the description of the service affected.

2.10.2 TERMINATION FEES

If a Customer cancels a SOA or Customer Agreement or terminates services before the completion of the term for any reason whatsoever other than a Service Interruption, the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination.

2.10.3 LIABILITY FOR TERMINATION

The Customer's liability for early cancellation or termination of service shall be equal to the following:

- A. All unpaid Non-Recurring Charges, less any portion of the underlying cost of the Non-Recurring Charges not yet incurred by the Company in preparing to establish service for the Customer;
- B. Any disconnection, early cancellation or termination charges reasonably incurred and paid or owed to third parties by the Company on behalf of the Customer;
- C. Fifty percent (50%) of the remaining contract value for the services provided under the SOA or Customer Agreement.
- D. Inclusion of termination liability by the Company in this Tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

2.11 PROVISION AND USE OF SERVICE AND FACILITIES

2.11.1 CUSTOMER SERVICE WILL BE FURNISHED TO CUSTOMERS FOR:

- The Customer;
- The Customer's employees and representatives;
- Customers who share the Company's service;
- Joint users of Company provided services.

2.11.2 SERVICE AVAILABILITY

The Company's services are available for use twenty-four (24) hours per day.

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2.11.3 UNLAWFUL USE OF SERVICE

Service shall not for any purpose be used in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a Customer when:

- A. An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- B. The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.
- C. If service has been physically disconnected by law enforcement officials at the Customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the Customer, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.11.4 RESALE/SHARING OF SERVICE

Service on Customers' premises furnished by the Company shall not be used for performing any part of the work of transmitting, delivering, or collecting any message where any toll or consideration has been or is to be paid any party other than the Company, without written consent of the Company.

2.11.5 COMPANY CPE

- A. The Customer may not, nor may the Customer permit others to, attempt to repair, disconnect, rearrange, remove, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time but shall not thereby alter the technical parameters of the service provided the Customer.
- C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than for which it was provided.

2.12 DENIAL OF SERVICE

2.12.1 DENIAL OF SERVICE WITHOUT NOTICE:

The company may discontinue service without notice for any of the following reasons:

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2.12.1.1 HAZARDOUS CONDITIONS

The Company may terminate service for a condition on the Customer's premises determined by the Company to be hazardous.

2.12.1.2 ABUSE

Use of service that interferes with another Customer's service or that is used for any purpose other than its express intended purpose, or if a Customer or user or permits any signals or voltages to be transmitted over the Company's network in such a manner as to cause hazard to interfere with services to other Company Customers.

2.12.1.3 TAMPERING WITH COMPANY PROPERTY

Customer shall not tamper with equipment furnished and owned by the Company.

2.12.1.4 UNLAWFUL USE OF SERVICE

The service furnished is subject to the condition that it will not be used for an unlawful purpose. Upon request of an order from a court, acting within its jurisdiction, advising that such service is being used or will be used in violation of law, service will be discontinued.

2.12.2 DENIAL OF SERVICE, WITH NOTICE

The Company may discontinue service for any of the following reasons provided it has notified the Customer in writing of its intent to deny service and has allowed the Customer a reasonable time of not less than ten (10) days in which to remove the cause for denial.

2.12.2.1 FAILURE ON CONTRACTUAL OBLIGATIONS

For failure of the Customer to fulfill its contractual obligations for service or facilities subject to regulation by the Public Service Commission of South Carolina.

2.12.2.2 REFUSAL OF ACCESS

For failure of the Customer to permit the Company to have reasonable access to its equipment.

2.12.3 NON-PAYMENT OF BILL.

For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the Customer written notice of its intent to deny service if settlement of its account is not made and provided the Customer has at least five (5) days, excluding Sundays and holidays in which to make settlement before its service is denied.

2.12.3.1 BANKRUPTCY

In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage less than five (5) days' notice may be given if necessary to protect Company revenues.

2.12.3.2 DENIAL OF SERVICE

Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the

day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

2.12.3.3 FAILURE TO COMPLY WITH SERVICE CONDITIONS

For failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.12.3.4 FAILURE TO COMPLY WITH MUNICIPAL ORDINANCES

For failure to comply with municipal ordinances or other laws pertaining to services provided by the Company. The following may not constitute cause for refusal of service to a present or prospective Customer.

2.13 NG9-1-1 EMERGENCY SERVICE

2.13.1 NG9-1-1 EMERGENCY SERVICES CUSTOMER

The NG9-1-1 Emergency Services Customer may be a federal, state, local government agency, municipality, an authorized agent of one or more municipalities or other federal, state or local governmental units to whom authority has been delegated (e.g., PSAP). The Customer must be authorized to subscribe to the service by the Governing Authority and have public safety responsibility to respond to telephone Calls from the public for emergency police, fire or other emergency services within the served territory.

2.13.2 APPLICATION FOR NG9-1-1 EMERGENCY SERVICES

Application for NG9-1-1 Emergency Services must be executed in writing by the Customer. If execution is by an agent, the agent must provide a letter of agency in writing to the Company. At least one local law enforcement agency must be included among the participating agencies.

2.13.3 ADMINISTRATION LINES

NG9-1-1 Emergency Services are not intended as a complete replacement of the local telephone service of the Customers public safety agency that may participate in the use of this service. The Customer must subscribe to additional Local Exchange Services for purposes of placing administrative outgoing Calls and receiving other Calls.

2.13.4 CALL FORWARDING

The Company shall deliver the NG9-1-1 call to the Customer and does not undertake to answer and/or forward 9-1-1 or other emergency Calls. The Company delivers its service to enable the Customer's personnel to respond and/or forward such Calls.

2.13.5 HANDLING OF 9-1-1 CALLS

NG9-1-1 Emergency Services are solely provided to the Customer for handling 9-1-1 Calls in connection with fire, police and other emergencies. The provision of NG9-1-1 Emergency

Services by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any relationship with or any Company obligation direct or indirect, to any third person or entity other than the Customer.

2.13.6 MONITORING OF FACILITIES

The rates charged for NG9-1-1 Emergency Services do not contemplate the inspection or constant monitoring of facilities that are not within the Company's control, nor does the Company undertake such responsibility. The Customer shall make such operational tests that are required in the judgment of the Customer. The Customer shall promptly notify the Company in the event the system is not functioning properly.

2.13.7 LOSS OR DAMAGE

The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.

2.13.8 TERMS AND CONDITIONS

The Customer must furnish the Company its agreement to the following terms and conditions:

- A. All 9-1-1 or other emergency Calls will be answered twenty-four (24)-hour day, seven-day week, three-hundred-sixty-five (365) days a year (three-hundred-sixty-six (366) days on leap year).
- B. The Customer has responsibility for dispatching all appropriate emergency services or will undertake to transfer all emergency Calls received to the federal, state, local government agency, municipality, an authorized agent of one or more municipalities or other federal, state or local governmental units to whom authority has been delegated with responsibility for dispatching such services, to the extent that such services are reasonably available.
- C. The Customer will develop an appropriate method for responding to Calls for nonparticipating agencies that may be directed to their PSAP by calling parties.
- D. The Customer will subscribe to Local Exchange Service at the PSAP location for administrative purposes, for placing outgoing Calls, and for receiving other Calls.

2.13.9 CUSTOMER RESPONSIBILITY FOR HANDLE NG9-1-1 CALL

When NG9-1-1 Services are provided, the Customer is responsible to:

2.13.9.1 JURISDICTIONAL BOUNDARIES UPDATES

Provide updated information regarding the jurisdictional boundaries associated with all involved public safety agencies within its jurisdiction. The Customer is responsible to provide

updates/additions/changes/deletion of jurisdictional boundaries to Company within three (3) days.

2.13.9.2 LVF DATA

Support the creation of the LVF master address file for use in validating user civic address information against the authoritative GIS database.

2.13.9.3 PUBLIC SAFETY AGENCY JURISDICTION

Define the unique combinations of public safety agencies (police, fire, medical, etc.) responsible for providing emergency response services in any specific geographic location. The Customer is responsible to provide updates/additions/changes/deletion of jurisdictional boundaries to Company within three (3) days.

2.13.10 PRIMARY AND SECONDARY PSAPs

When the Call Routing is provided, the Customer is responsible for identifying primary and secondary PSAPs associated with the unique combinations noted herein and providing the access or telephone numbers required to support the selective transfer feature of Call Routing.

2.13.11 LOCATION UPDATES

Once service is established, the Customer shall have a process to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of changes in street names, establishment of new streets, changes in address ranges, closing and abandonment of streets, annexations, changes in police, fire, emergency medical or other appropriate agencies' jurisdiction over any address changes to Emergency Services Zones, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 9-1-1 Calls to the proper PSAP.

2.13.12 CONFIDENTIALITY OF INFORMATION

The following terms define the Customer's responsibilities with respect to any information provided by the Company to the Customer as part of NG9-1-1 Location Services and NG9-1-1.

- A. Such information shall only be used by the Customer solely for the purpose of aiding the Customer in identifying, updating and/or verifying the addresses of 9-1-1 callers within the Customer's serving areas in connection with the Customer's provision of emergency response services.
- B. Customer shall strictly limit access to the information to those authorized employees of the Customer with a need to know and those employees actually engaged in the provision of emergency assistance services.
- C. Customer shall use due care in providing for the security and confidentiality of the information.
- D. Customer shall not make copies of the information except as may be essential for the verification of emergency assistance services.

E. Each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, and other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person:

- (1) for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, and which arises out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them, or
- (2) for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of 9-1-1 Emergency Services and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone number used by the party or parties accessing 9-1-1 Emergency Services hereunder, or
- (3) arising out of any act or omission of the Customer, in the course of using services provided pursuant to this Tariff.

3. DESCRIPTION OF NG911 EMERGENCY SERVICES

NG9-1-1 Emergency Services are telecommunications services that permit a PSAP to receive emergency Calls placed by dialing the numbers 9-1-1 and/or emergency Calls originated by alarms, personal communications devices, sensors, or telephony devices. 9-1-1 Emergency Services support interconnection to other Originating Service Providers for the purpose of receiving emergency Calls originating in another providers' network. 9-1-1 Emergency Services include 9-1-1 Routing and Transfer Services that use a Call management system to either directly perform the geospatial or selective routing of an emergency Call to the appropriate PSAP or may be used to hand-off the Call to a separate 9-1-1 Service Provider (possibly a legacy 9-1-1 Selective Router) for Call completion to the appropriate PSAP. 9-1-1 Emergency Services also provide services of Call Bridging and post Call activity reporting.

- The Company's Cloud Services are built to the published NENA i3 specifications NENA-STA 010.2-2016 (originally 08-003) and conform to the industry Standard i3 Architecture to guarantee a non-proprietary solution that supports interoperability among systems and services that adopt and conform to its specifications.

3.1 NG9-1-1 LDB SERVICE

NG9-1-1 Location Database Service includes the ongoing utilization of ALI in a NG9-1-1 Call Routing deployment in support of customers transitioning to the usage of GIS data for Geospatial Routing.

3.2 NG9-1-1 ECRF/LVF

NG9-1-1 ECRF/LVF Service includes a SI for the importation of Geospatial Information into the ECRF/LVF database.

3.3 GOVERNING BODY

The Customer is the Governing Body that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this Tariff.

3.4 CONTRACT TERM

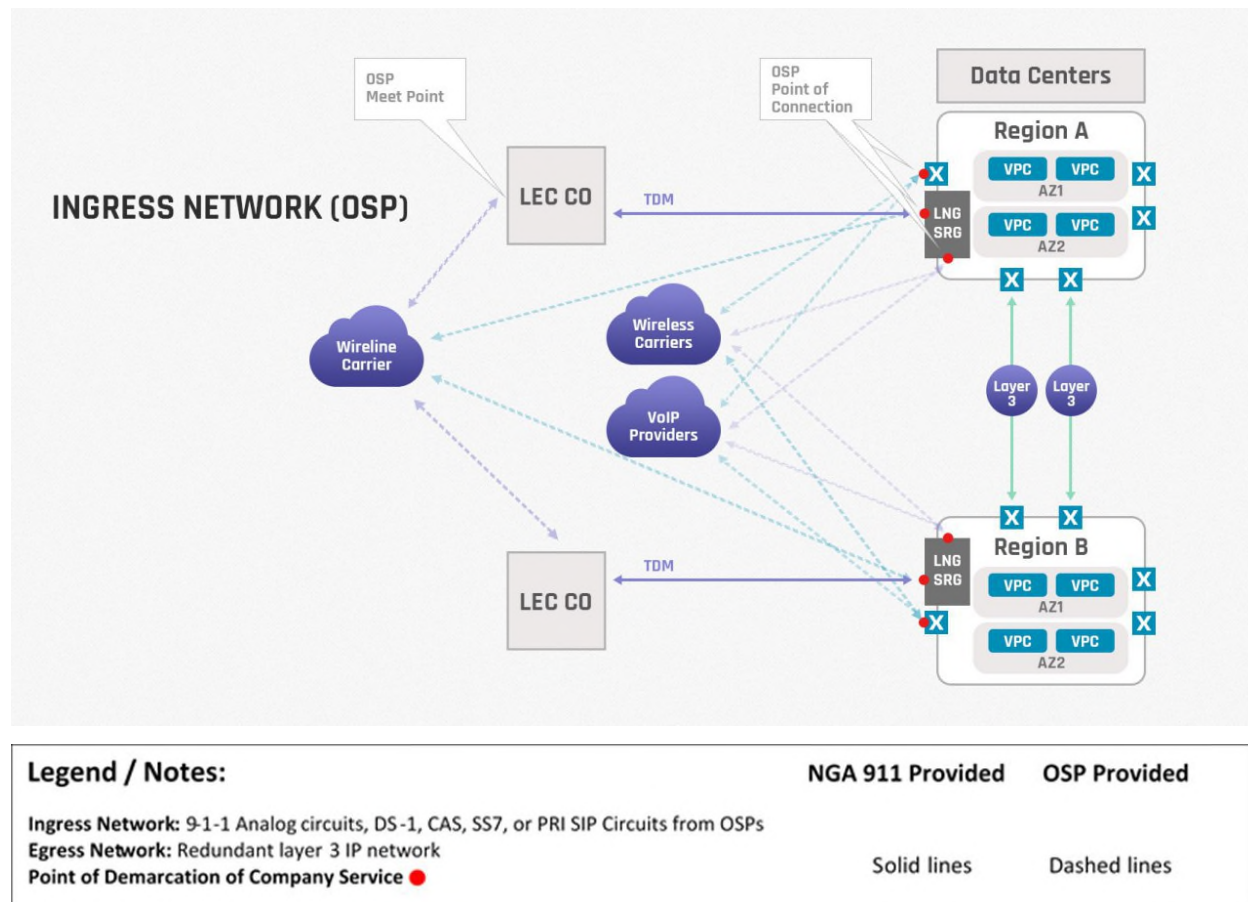
9-1-1 Emergency Services are only available under contract with a minimum term agreement of one (1) year.

4 NG9-1-1 NETWORK ELEMENTS

The Company's solution utilizes a diverse, redundant, secure IP infrastructure. Facilities and nodes are geographically diverse and are equipped with physically redundant data communications and power equipment that allow for continuous operation and reliability. The Company Network Elements are described below and are referenced in the Network Element Diagram in this Section.

4.1 NG9-1-1 INGRESS NETWORK

When an ESInet is not available to terminate at the Customer CPE an Originating Service Providers (OSP) shall connect TDM traffic to the Company's LNG as specified by the Company at the OSP Point of Interconnection (POI) or a Company defined Meet Point within the Incumbent Local Exchange Carrier network. OSP originated SIP traffic must terminate at the OSP POI of the Company specified data centers.



4.1.1 INTER-TANDEM TRANSITION

LSRG's will provide trunking back to the existing E9-1-1 LEC tandem during the transitional phase. These trunks will allow Call Transfers between the LEC E9-1-1 tandem and the Company's Call routers and vice-versa. The Company will provide the LSRG and trunks that the Company deems necessary for the handling of E9-1-1 Call Transfer between the Company's Call router and those PSAPs which remain connected to the existing E9-1-1 LEC tandem.

4.2 NG9-1-1 EGRESS NETWORK

The Company will terminate its IP transport to:

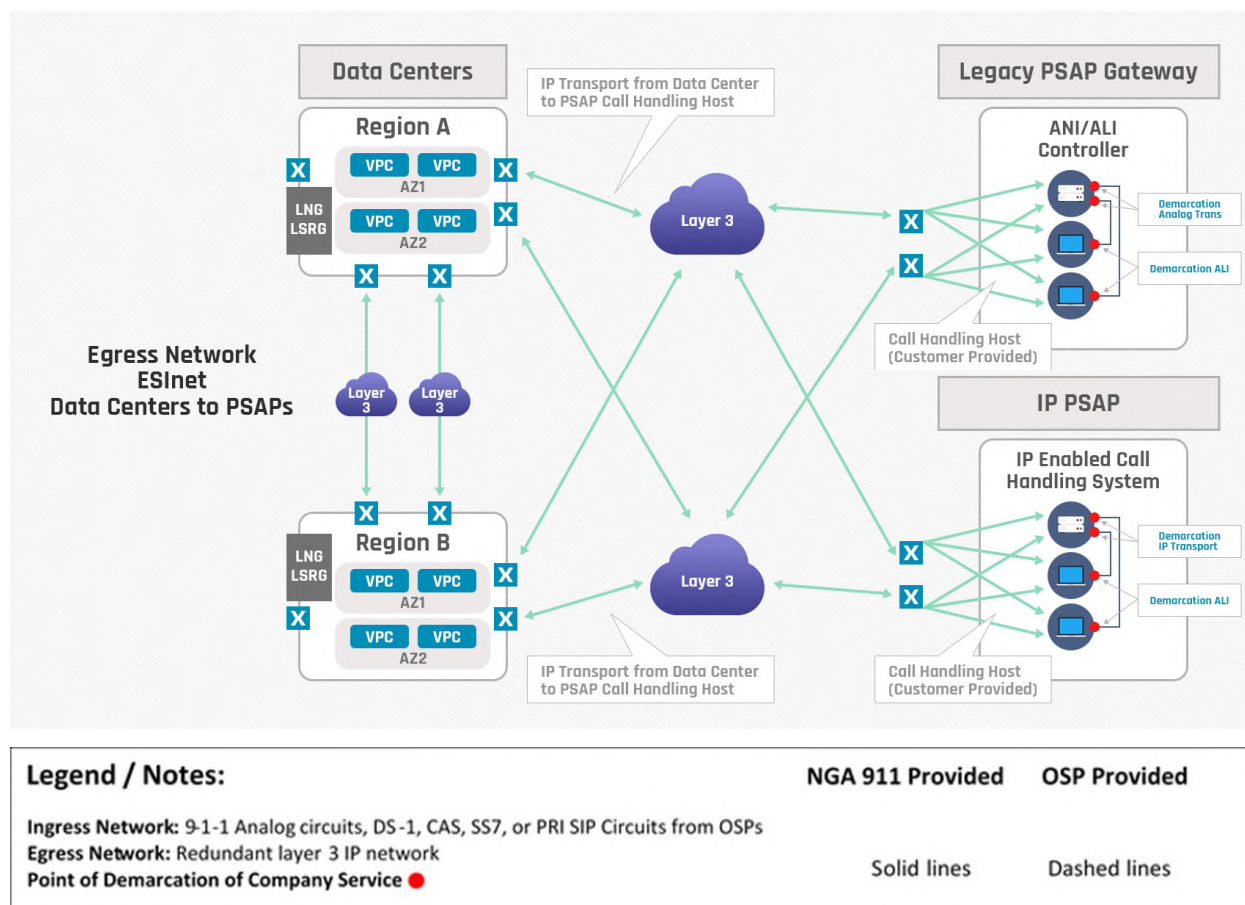
- 1) the Legacy PSAP Gateway where the PSAP 9-1-1 analog trunks terminate or when the

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Company is to connect to an IP enabled Call Handling System, the Company will terminate its IP transport,

2) to the IP router serving the IP enabled Call Handling System. Legacy PSAP Gateways are offered separately via ICB arrangements. 3.2.1 The Company will provide IP Transport from Data Center to the PSAP's Call Handling System Host or Gateway. The IP network connects the Data Center to the Call Handling System Host.



4.3 EXCLUSIONS:

For the purpose of clarity, any network elements not described in Section 4.1 and 4.2 are excluded. Notwithstanding the foregoing, for purposes of clarity, the following are excluded from Network Elements.

4.3.1 Reserved for Future Use

4.3.2 9-1-1 Call Handling System Host to the 9-1-1 Call Handling Work Stations.

4.3.3 10-digit lines for the purpose of Call Transfer/conference (i.e. administrative lines).

4.3.3.4 Non-Call Router to PSAP trunks (administrative lines or point-to-point TDM trunks for

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ALI).

4.3.3.5 ALI circuits to ALI database (when database provided by other than Company).

4.3.3.6 Disaster Alternative Network - The Company does not furnish additional PSTN (Public Switched Telephone Network) services for alternative disaster mode conditions.

4.4 ESInet

An ESInet is a managed IP network that is used for emergency services communications, and which can be shared by all public safety agencies. It provides the IP transport infrastructure upon which independent application platforms and core services can be deployed, including, but not restricted to, those necessary for providing NG9-1-1 services. ESInets may be constructed from a mix of dedicated and shared facilities. ESInets may be interconnected at local, regional, state, federal, national and international levels to form an IP-based inter-network (network of networks). The term ESInet designates the network, not the services that ride on the network.

4.4.1 i3

A standard by which NENA defines functional and interface standards for NG9-1-1. NENA i3 introduces the concept of an ESInet, which is designed as an IP based inter-network (network of networks) shared by all agencies which may be involved in any emergency.

4.4.2 LNG

A NG9-1-1 FE that provides an interface between a non- IP originating network and a NGCS enabled network.

4.4.3 LPG

The LPG is a signaling and media interconnection point between an ESInet and a legacy PSAP. It plays a role in the delivery of Calls that traverse an i3 ESInet to get to a legacy PSAP, as well as in the transfer and alternate routing of emergency Calls between legacy PSAPs. The LPG supports an IP (i.e., SIP) interface towards the ESInet on one side, and a traditional MF or Enhanced MF interface (comparable to the interface between a traditional Selective Router and a legacy PSAP) on the other. The LPG is the interface from the ESInet to a PSAP without NG9-1-1 capable CPE.

4.4.4 LSRG

The LSRG provides an interface between a 9-1-1 Selective Router and an ESInet, enabling Calls to be routed and/or transferred between Legacy and NG networks. A tool for the transition process from Legacy 9-1-1 to NG9-1-1.

4.4.5 SIP

A protocol (RFC3261) defined by the Internet Engineering Task Force (IETF) that defines a method for establishing multimedia sessions over the Internet. Used as the Call signaling protocol in VoIP, i2 and i3.

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4.4.6 NG9-1-1 EMERGENCY SERVICES

NG9-1-1 Emergency Services means a secure, IP-based, open-standards system comprised of hardware, software, data, NGCS FE, and operational policies and procedures.

4.5 NGCS FE

Any of the components of the NENA i3 specification that provide defined functions in delivering geospatial routing of 9-1-1 Calls. These include but are not limited to ESRP, ECRF, LVF, BCF, SI, Policy Store, and i3 Logging Services.

4.5.1 NGCS

The base set of services needed to process a 9-1-1 Call using the standards and interfaces of i3. These services are enabled by the NGCS FE ESRP, ECRF, LVF, BCF, Bridge, Policy Store, Logging Services and typical IP services such as DNS and DHCP. The term NGCS includes the services and not the network on which they operate. See ESInet.

4.5.2 ECRF

A functional element in an ESInet which is a Location-to-Service Translation (LoST) protocol server where location information (either civic address or geo-coordinates) and a Service URN serve as input to a mapping function that returns a URI used to route an emergency Call toward the appropriate PSAP for the caller's location or towards a responder agency.

4.5.3 THE ECRF/LVF

The ECRF accurately routes 9-1-1 calls to the appropriate PSAP based on the caller's location. In a NG9-1-1 system, the ECRF along with the LVF replace the current MSAG.

4.5.4 BCF

The BCF provides a secure entry into the ESInet for emergency calls presented to the network. The BCF incorporates firewall, admission control, and may include anchoring of session and media as well as other security mechanisms to prevent deliberate or malicious attacks on PSAPs or other entities connected to the ESInet. After a routing decision has been made by the BCF at the edge of NGCS it is handed over to the PSAP.

4.5.5 i3 LOGGING

An event and media logger. The Logging Service accepts log event records and media streams in a standardized form, stores them, and provides a standardized retrieval function for these records.

4.6 NG9-1-1 CALL ROUTING SERVICE FEATURES

4.6.1 NG9-1-1 CALL ROUTING

The Company's NG9-1-1 Routing Service is a secure, Public Safety Grade (PSG), IP-based, open standards system, dedicated managed network that provides functional elements (FE) for i3 advanced 9-1-1 call routing operations. The NG9-1-1 Routing Service delivers emergency Calls from both traditional and non-traditional voice networks. In addition to processing traditional TDM voice traffic, NG9-1-1 Routing Service also provides IP based Call processing capabilities. The NG9-1-1 Routing Service processes all types of emergency calls, including voice, text, data, and multimedia information; acquires and integrates additional emergency call data useful to call routing and handling; delivers the emergency calls, messages, and data to the appropriate PSAP and other appropriate emergency entities based on the location of the caller; supports voice, data, video, text, and other communications needs for coordinated incident response and management; and interoperates with services and networks used by first responders to facilitate emergency response. NG9-1-1 Call Routing provides real-time routing information to the PSAP when a route can be derived from the underlying geospatial street centerline database or route to the prescribed default location. NG9-1-1 call routing supports Wireline, Wireless, and VoIP calls. The Customer has the ability to report, capture, and designate specific instructions for handling each of the following Call types: Wireline, Wireless, and VoIP calls.

4.6.2 GEOSPATIAL ROUTING

Geospatial Routing is emergency call routing to the appropriate PSAP or other designated destination based on the caller's location, call characteristics, GIS data, and pre-defined policies to the appropriate PSAP. Geospatial Routing must relate or map the civic address to a location in the GIS database that can be intersected with service area boundaries to identify the target PSAP. The ECRF interfaces with the ESRP using Presence Information Data Format Location Object (PIDF-LO) and provides real-time routing information to the PSAP when a route can be derived from the underlying geospatial street centerline database or route to the prescribed default location.

Location may be provided in the form of geo coordinates (longitude and latitude). Location may be conveyed to the system that performs the selective routing function in the form of ANI or pseudo-ANI associated with a preloaded ALI database record (in Legacy 9-1-1 systems), or in real time in the form of a Presence Information Data Format – Location Object (PIDFLO) (in NG9-1-1 systems) or whatever forms are developed as 9-1-1 continues to evolve.

4.6.3 ESRP

The ESRP is the first routing element within the NGCS. An i3 functional element that selects the next hop routing within the ESInet based on location and policy. There is an ESRP on the edge of the ESInet. There is usually an ESRP at the entrance to a NG9-1-1 PSAP. There may be one or more intermediate ESRPs between them.

- Originating ESRP: It receives calls from the BCF at the edge of the ESInet.
- Terminating ESRP: The last ESRP for a call in NGCS.

4.6.4 PRF

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The PRF is a functional component of an ECRP that determines the target PSAP using predetermined rules based on location and policies set forth by the PSAP. PRF policies are customizable by each agency for alternate or secondary routes and transmission of 9-1-1 calls when the primary route between NGCS and the PSAP is “traffic busy” where the PSAP is either temporarily out of service or overloaded with calls. PRF policies are compliant to the NENA defined policy definitions and format. The ESRP is the selective router for NG9-1-1, performs IP routing of all calls through the NG9-1-1 system and is managed and controlled by a PRF which utilized multiple FE’s to make routing decisions.

4.6.5 LIS

A LIS is a functional element in an IP-capable originating network that provides locations of endpoints (i.e., calling device). A LIS can provide Location by-Reference, or Location-by-Value, and, if the latter, in geo or civic forms. A LIS can be queried by an endpoint for its own location, or by another entity for the location of an endpoint. In either case, the LIS receives a unique identifier that represents the endpoint, for example an IP address, circuit-ID or Media Access Control (MAC) address and returns the location (value or reference) associated with that identifier. The LIS is also the entity that provides the dereferencing service, exchanging a location reference for a location value.

Must validate civic locations information placed in its LIS using a LVF.

- Anytime a civic location is changed in a LIS, such as a street name change, building name change, or any other modification of a civic location, must validate the proposed update to the civic location against the LVF data.

4.6.6 LDB

The LDB server retains much of the current information, functionality, and interfaces of today’s ALI and can utilize the currently defined i3 protocols required in a NG9-1-1 deployment. The LDB integrates with existing E9-1-1 and NG9-1-1 infrastructure, supporting current and future versions of location validation, emergency call routing and location-based call routing. The LDB consists of database and database management software.

4.6.7 LoST PROTOCOL

A functional element in an ESInet which is a LoST protocol server where location information (either civic address or geo-coordinates) and a Service URN serve as input to a mapping function that returns a URI used to route an emergency call toward the appropriate PSAP for the caller’s location or towards a responder agency.

A protocol that takes location information and a Service URN and returns a URI. Used generally for location-based Call Routing. In NG9-1-1, used as the protocol for the ECRF, and LVF.

4.6.8 ABANDONMENT ROUTING

If a situation arises where a PSAP must be closed or evacuated, this feature provides specific routing instructions for delivery of Calls to recovery locations.

4.7 GIS FUNCTIONAL ELEMENTS (FE)

The ECRF, identifies the correct PSAP for incident handling and enables dispatching first responders to the correct location in the quickest possible time.

To accomplish its function, the ECRF uses qualified geospatial streets and address databases to geocode civic addresses and Lat/Longs and transforms them into a PSAP URN to establish the primary PSAP routable location. The ECRF provides geolocation information to PSAPs and first responders. Using Lat/Long or civic address information, the ECRF queries access geocoding functionality and PSAP location data to produce validated URI routes.

The ECRF depends upon a geospatial data model resident in the authoritative production database and is a system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced.

4.7.1 SI

SI is the interface between the GIS provided information and the functional elements that consume GIS data, such as the ECRF, and/or LVF.

4.7.2 LVF

A functional element in a NGCS is a LoST protocol server where civic location information is validated against the authoritative GIS database information. A civic address is considered valid if it can be located within the database uniquely, is suitable to provide an accurate route for an emergency Call, adequate and specific enough to direct responders to the right location.

4.8 NG9-1-1 TRANSFER OPTIONS

4.8.1 FIXED TRANSFER

Fixed transfer is a feature that enables a PSAP Call taker to transfer a 9- 1-1 Call to a secondary destination (possibly another PSAP) by requesting the bridge to add the SIP URI of the transfer target.

4.8.2 SELECTIVE CALL TRANSFER

Selective Call Transfer is a feature enabling a PSAP to transfer an incoming 9-1-1 Call to another agency supported by the following methods:

1. Initiate a LoST request to the ECRF, specifying the location of either the 9-1-1 caller or of the Incident and the Service URN of the required emergency service (for example, fire, police or Emergency Medical Services (EMS)). The ECRF will return the SIP URI necessary to reach the service.
2. Request the bridge to add the SIP URI received from the ECRF to the call.

4.8.3 DYNAMIC CALL ROUTING

1. TIME OF DAY ROUTING

Calls may be diverted from a PSAP according to several policies. Note that the PSAP operational state may be modified to engage the appropriate routing policy by contacting the NOC, online, or via sensors installed in the PSAP. The following types of routing policies are supported.

2. DIVERSION ROUTING

The diversion routing policy is applied whenever the PSAP opts to engage alternate diversion routing rules.

3. OVERFLOW ROUTING

The overflow routing policy is applied during overflow scenarios when a PSAP is receiving more calls than its occupied work stations can accommodate. Upon reaching the designated call capacity for the call type, cumulative calls, or if the target is unreachable, the ESRP engages the primary PSAP's overflow routing policy. Similarly, the alternating routing policy will be invoked if the terminating ESRP call handling system does not accept the SIP invite or for a ring-no-answer timeout.

4. ABANDONMENT/NIGHT SERVICE ROUTING

The abandonment policy is engaged whenever the terminating ESRP (PSAP) operational state is defined as 'Disabled'.

5. SPECIAL EVENT ROUTING

Special event routing is a special type of diversion routing policy that is applied during a scheduled time window. If a PSAP jurisdiction contains venues that host events that may warrant dedicated call handling (mobile command center or dedicated resources at the PSAP), special event polygons can be pre-provisioned.

5. DESCRIPTION OF SERVICES AND OFFERINGS

5.1 TRIAL SERVICES

The Company may offer new services, not otherwise Tariffed, from time to time on a trial basis subject to Commission approval, if required. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

5.2 MARKETING

As a telephone utility under the regulation of the South Carolina Public Service Commission, the Company hereby affirms and asserts that the Company will not indulge or participate in any deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Company will comply with marketing practices, if any, set forth by the Commission. The Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the State of South Carolina.

5.3 PROMOTIONAL OFFERINGS

4.2.1 The Company may offer existing services on a promotional basis, subject to Commission approval, if required, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, may be subject to Commission approval, if required. The Company may file a promotional offering on one day notice to the Commission.

5.4 ICB OFFERINGS

4.3.1 The Tariff may not specify the price of a service in the Tariff as ICB. The Company may or may not have an equivalent service in its Tariff on file with the Commission, and the quoted ICB rates may be different than the Tariffed rates. All customers have non-discriminatory access to requesting the service under an ICB rate.

5.5 CUSTOMIZED PRICING ARRANGEMENTS (CPA) OFFERINGS

4.4.1 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the Tariffed rates. CPA rates must be provided under contract to a customer.

6 NG9-1-1 EMERGENCY SERVICE CHARGES

The NG9-1-1 features or modules listed in the following table are compliant to leading industry standards specifications including the National Emergency Number Association (NENA) i3 and IETF (Internet Engineering Task Force). Customers may wish to purchase all listed modules as a complete NG9-1-1 Solution for ALI and SR replacement.

Price List (Non- Recurring Fee)

Price List (Recurring Fee)

6.1 NG9-1-1 CALL ROUTING + PRF SERVICES

ICB

6.2 NG9-1-1 LOCATION DATABASE + LDS + LIS DATABASE APPLICATION

ICB

6.3 GIS FUNCTIONAL ELEMENTS SERVICES

ICB

6.4 NG9-1-1 CALL ROUTING + PRF SERVICES + NG9-1-1 LOCATION DATABASE + LDS + LIS DATABASE APPLICATION + GIS FE SERVICES

ICB

6.5 SERVICE ORDER – MOVES, CHANGES, ADDS

BASE CHARGE

Additional Charge Service Charge for Premises Visit \$150.00/hr

Changes to Customer Definable Features First three (3) requests during calendar month No Charge N/A Fourth (4th) and succeeding request during a calendar month \$150.00/request

Record Order Charge \$75.00

6.5.1 CUSTOMER PREMISES VISITS

Premises by a Company employee, agent or contractor when the service difficulty or trouble report that initiated the visit results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

6.5.2 HOURLY RATE

Service Charge for Premises Visits hourly rate is based on a two (2)-hour minimum Base Charge, including travel time. Time that exceeds the two (2) hour minimum, including any portion of a thirty (30) minute increment, will be billed the Additional Charge shown for each increment.

6.5.3 CHANGES TO CUSTOMER DEFINABLE

Charges for Changes to Customer Definable Features include, but are not limited to, requests for changes to Customer's definable features which include: Default Routing, Alternate Routing, and Call Transfer. Charges apply to the number of requests for changes, not the number of changes per request.

6.5.4 MOVE EXISTING SERVICE

Additional charges will apply for Customer request to move existing service. Such charges are dependent on the unique circumstances of each Customer and will be determined individually.

6.5.5 RECORD ORDER CHANGE

Applies to Customer-initiated requests that involve changes in Company records.

EXHIBIT C

Financial Statements

CONFIDENTIAL - FILED UNDER SEAL

EXHIBIT D

Management Biographies - Key Personnel

DON FERGUSON

15137 Gilmore Street
Los Angeles, California 91411
(213) 284-1480
talfergie@gmail.com



TECHNOLOGY MANAGEMENT SKILLS

- Strategic Planning & Project Management
- Excellent Communication at all Levels of Stakeholders
- Technology Implementations, Business Process and Requirements Analysis
- Operations, Finance, and Budgeting of Technology Development & Deployment
- Deep Technology Knowledge
 - Architecture, Databases, and Operating Systems
 - Mobile & Cloud Infrastructure
 - SaaS and On premise solutions in enterprise environments
 - Security, Compliance, and Quality
 - Large Scale, Enterprise Systems

TECHNOLOGY SKILLS

- Integration: RESTful, AWS, Nginx, Node.js, Apache, SOAP, SMS, VoIP client & server, Flowroute, Asterisk, Google Apps, Call Center Inbound/Outbound PBX, CRM, MailChimp, USAePay, eCommerce, Affiliate Pro, Quickbooks & Accounting, Security & PCI Compliance, Nest, NOAA, E911 Network Overlay, Facebook, Twitter, Peoplesoft, Oracle Financials, SAP.
- Mobile: iOS, Android, Blackberry, JavaScript, Xcode, HTML5, CSS, Responsive HTML, Bootstrap.
- Databases: PostgreSQL, Oracle, MS SQL, DB2, Sybase, MySQL, MongoDB, IBM AS/400, RDB, RMS
- Operating Systems: Unix variants, OpenVMS, Windows, OS400
- Other: IIS, PHP, ASP, XML, PERL, HTML5, CSS, Photoshop, Google Analytics, Power Director,
- Tools Methodology: General Software Development Life Cycle (SDLC), Waterfall, Spiral/Iterative, Confluence, Jira, Scrum, Agile development, Several Project Management Tools, Stress Testing.

QUALIFICATIONS

Designed, Developed, and Deployed 100's of technology solutions for fortune 500 companies as well as innovative and disruptive start up ventures. Implemented core business solutions across diverse business processes.

Experience	25 years technology leadership position.
Management	Managed P&L, specification, development, and deployment with consulting teams ranging from 5 to 100 contractors and employees.
Finance	Managed budget, as well as P&L, to meet and exceed overall financial cost and revenue targets.
Technology	Hands-on, practical understanding of aligning technology with core business mission.
Communication	Excellent written and verbal communication to effectively harmonize all stakeholders including Board of Directors, Investors, Shareholders, Senior Management, Employees, Vendors, Customers, and Partners.
Education	Bachelor's degree from University of Maryland.

PROFESSIONAL EXPERIENCE

NGA 911 LLC, President & CEO, 2015 - Present

- Lead, in conjunction with the Board, the development of the Company's strategy;
- Oversee the implementation of the Company's long and short term plans in accordance with its strategy;
- Ensure the Company is appropriately organized and staffed and to have the authority to hire and terminate staff as necessary to enable it
- Achieve the approved strategy; to ensure that expenditures of the Company are within the authorized annual budget of the Company;
- Assess the principal risks of the Company and to ensure that these risks are being monitored and managed;
- Ensure effective internal controls and management information systems are in place; o enable it to conduct its activities both lawfully and ethically;

MOBILETREC, CEO, 2008 - 2015

- Negotiated vendor, supplies, and consulting contracts for outsourced, offshore development.
- Develop, recommend and administer budget for technology.
- Supervised Research & Development and Technology Services.
- Recruited and hired consultants and employees.
- Worked with management team to form strategic direction.
- Communicated technology strategy to Board of Directors, Management Team, and Departments.
- Managed development of cloud-based, mobile consumer technology.
- Assessed competitive landscape for new products.
- Created, managed and executed the product roadmap to meet business objectives & goals.
- Worked with key cross-functional teams to manage and deliver all product projects on time and within budget; balanced product requirements and market impact against time to market and project risks.
- Monitored, evaluated, prioritized, and incorporated customer and prospect feedback into project plans and regularly scheduled enhancement releases..
- Monitored key conversion metrics to support continual optimization of the product and business plan.
- Granted system and process patent by USPTO in July 2013.

Environment: Primarily mobile & web technologies, PostgreSQL, Nginx, Apache, Asterisk, PHP, Unix, Android OS, iOS, MySQL, MailChimp, MS Project, Flowroute, E911, HTML5, CSS, Google Apps, Javascript, RESTful, Load Testing, PCI Compliance.

STRATEGIC BUSINESS GROUP, Consultant, 2004 - 2015

Several consulting engagements where Don developed and executed mobile, internet, and social technology plans that remained aligned with sales, marketing, and general business operations in the following business of technology areas:

Project Request Pipeline

- Created and managed business project pipelines with business roadmaps
- Developed first guess cost estimates & Project ROI calculations
- Defined and reviewed business case and scope documents
- Project Governance processes and meetings
- Agile, Waterfall enterprise technology consulting engagements
- Assessed, prioritized, and implemented best-cost, best-value business requests

Technology Solutions

- Reviewed and Assessed technology solutions
- Researched, Identified, and Negotiated with technology vendors
- Translated business needs into technology solutions
- Developed Technology Estimation Models
- Determined technical feasibility and risks for solutions

Business Relationships

- Developed working relationships with Business Leads and Executive Leadership
- Oversaw and manage external Technology Vendors
- Managed hand off and coordination between IT and Business departments

Communications

- Build presentations and presented in meetings that included Executive stakeholders
- Developed dashboards, reports and collaboration models
- Coordinated between Business, IT and Vendors

Process Improvements

- Identified and proactively implemented process improvement efforts across:
 - IT Governance
 - Vendor Management
 - Communications Strategy
 - Business Solutions Portfolio
 - Innovation

Environment: MySQL, Unix, MSSQL, IIS, VoIP, Call Center Inbound/Outbound PBX, Adsense, .NET

METROPOLIS TECHNOLOGIES CORPORATION (OTC:MTPT), Director IT, 2000 - 2004

- Built enterprise internet software product.
- Launched several different brands of that product.
- Worked closely with SEC compliance.

Environment: MSSQL, HTML, CSS, MySQL, Apache, IIS, eCommerce, Javascript, Load Balancing, Load Testing.

OPEN SESAME SYSTEMS, Director of Information Technology, 1996 - 1999

- Managed 100 consultants.
- Generated more than \$10M in sales.
- Enterprise Consulting Services with rapid application development.
- Provided programming, system analysis, and project management, clients included fortune 100 companies in Canada and United States like Citibank, Boston Globe, Gannett, Allstate, American Express, Bank of Montreal, TD Bank, and Steelcase.
- Wide range of business processes, including apparel manufacturing and distribution, money markets, derivatives, insurance, marketing and promotion, sales force automation, national insurance, and back office automation.

Environment: Unix, Oracle, Peoplesoft, Web, MSSQL, SAP, Open VMS, AS/400, DB2/400, Oracle Financials.

MAGIC SOFTWARE ENTERPRISES 1991 - 1996

National Account Manager 1994 - 1996

Generated more than \$5M in licensing and consulting sales.

Used my strong technical background to sell consulting services, tools, and applications to large organizations like United Nations, Emory University, Edison Electric, Steelcase, Chase Manhattan Bank, Allstate, and American Express

Sales Engineer 1990 – 1994

Traveled all over North America providing pre-sales support to the sales of Magic's application development environment, CRM, eService, and eCommerce lines of products.

Senior Consultant 1991 – 1994

Traveled 80% of the time across North America integrating Magic's product into large corporations with complex business processes.

Environment: Client Server, Novell, Windows, Unix, Open VMS, AS/400, DB2/400, Oracle, Sybase, Informix, SAP, Peoplesoft, Oracle Financials.

CHARMAINE FRANCESCA "ISHKA" VILLACISNEROS
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Action-oriented executive with a strong track record of performance in various industries.

Utilize keen analysis, insights and team approach to drive organizational improvements and implementation of best practices. Superior interpersonal skills, capable of resolving multiple and complex (sales, human resources, legal, financial, operational) issues and motivating staff to peak performance.

PROVEN AREAS OF EXPERTISE

- Organizational Leadership
- Budgeting & Cost Management
- Sales, Marketing & New Business Development
- Process Design & Productivity Improvement
- Contract Negotiations & Strategic Alliances
- Corporate & Investment Finance
- Growth & Expansion Strategies
- Profitability & Cost Analysis
- Systems & Technology Utilization
- Team Building & Performance Improvement
- Apple Certified Associate
- Microsoft Office Certified Professional

PROFESSIONAL EXPERIENCE

NGA 911 LLC

Chief Financial Officer / Controller

Beverly Hills, CA

June 2016 – Present

- Responsible for finance, accounting, investor relations, investments, asset / liability management, human resources, strategic planning and subsidiary finance and operations.
- Within three months had in place a skilled finance organization, consolidated departmental responsibilities and streamlined accounting system.
- Designed and implemented a new billing review process to ensure efficiency and accuracy.
- Advised the Board of Directors on Financial Aspects of the organization.
- Handles the financial projections of the company from date of inception.
- Provide financial reports to the CEO and Board of Directors.

VG GROUP OF COMPANIES

Chief Financial Officer / Treasurer

Tarzana, CA

September 2010 – Present

- Selected and implemented new accounting network for a successful entrepreneur with over 30 diversified companies involved with the restaurant business, entertainment, talent agency, night club, security storage, property management and the mining operations.
- Directed finance, accounting, human resources and facilitates management.
- Positioned the company for growth by developing viable financial models and planning capital needs.
- Key Personnel in the acquisition of various companies. Managed mergers, acquisitions and divestitures.

ISHKASTER MEDIA

Cheif Technology Officer / Founder

Monrovia, CA

October 2007 – Present

- Founder of a Los Angeles based digital marketing agency, leading a team of 25 full-time and 30+ part time employees
- Led digital marketing strategy and process development for 60+ clients, including SEO, email, web, social and paid media

- Spearheaded multiple large-scale projects, including website re-launch, product launches, marketing automation implementations and industry conferences
- Communicated between sales, operations and management to create unified corporate marketing strategy
- Managed all ongoing digital marketing efforts, including social, email, lead generation, content and more
- Averaged 50+ sales leads per month through inbound and organic marketing

PERISCOPE MEDIA LLC
Chief Technology Office / Partner
Arcadia, CA
October 2007 – April 2012

- Drove operating costs down 50% over 5 years while maintaining service levels through strict budgetary control and effective vendor management to ensure competitive pricing.
- Played key role in conservative corporate involvement in dot-com market and focus on building strong anchor client base that limited impact of financial crash on company.
- Facilitated business development through preparation of comprehensive and articulate technical portions of proposals that have been highly successful in gaining confidence of prospective clients' IT leadership.

CALIFORNILA.COM
Director of Operations
Los Angeles, CA
July 2007 – August 2013

- Responsible for managing overall client relationships, including accounting, audit, consulting, tax, as well as billing and collections.
- Developed a practice-providing interim CFO-type and other consulting services to companies in various industries.
- Specialized in financial services, business services, real estate, transportation, IT and distribution companies.
- Provided services to real estate developers, builders, owner/investors, helping to structure financing and investment syndications Helped start and take public three financial institutions.

TELEFONICA, INC.
Vice President of Human Resources
Manila, Philippines
June 2005 - March 2007

- Successfully implemented a new business process that streamlined the reporting procedures, reducing the human error by 90%
- Responsible for the development and implementation of payroll operations policies to ensure that the company is in compliance with all state and federal regulation.
- Successfully created, reviewed and distributed various payroll reports to support financial projections, audits, HR reviews and compliance issues
- Conducted training for all employees, supervisors and managers on processes related to the time-entry system.
- Successfully developed and executed change management plan to change pay frequency from semi-monthly paying current to a bi-weekly paying in the rears.
- Successfully developed and implemented internal controls that greatly reduced the risk of the misappropriation of company assets.

BUILD-A-LIST
Database Engineer and Information Technology Manager
Manila, Philippines
January 2005 - December 2006

- Deliver cost effective, high performance technology solutions
- Work with fortune 500 clients on multiple projects with varying management and operational settings
- Negotiate and liaise between business teams, technology teams, and support teams
- Identify root causes and corrective actions to meet short and long-term business goals
- Manage project through status meetings, weekly reports, identifying risks, and tracking issues
- Worked with business intelligence and data warehousing tools
- Responsible for specifications, implementations, and analytics

TELECARTE, INC.**Information Technology Business Analyst****Manila, Philippines****March 2003 - January 2005**

- Negotiate and liaise between business teams, technology teams, and support teams
- Deliver cost effective, high performance technology solutions
- Worked with users and stakeholders to analyze and validate requirements
- Manage project through status meetings, weekly reports, identifying risks, and tracking issues
- Designed, developed, and deployed business intelligence applications

CERTIFICATIONS:

- Apple Certified Associate - Mac Integration (Cert ID: APPL92997)
 - File Sharing
 - Emails and Calendars with Microsoft Exchange
 - Network Settings and connections to Active Directory
 - Security Settings, Firewall, VPN
- E-Commerce Business Specialist (Cert ID: 0343X-35314)
 - E-commerce Site development
 - E-commerce technology and security
 - Customer Relationship Management
 - Web Marketing strategies
 - Online Product Promotion
 - Taxation and International Shipping
- Microsoft Structured Query Language (SQL) (Cert ID: 3819285)
- Microsoft Certified Office Professional (Cert ID: 3819627)

AWARDS AND CITATIONS

July 2018	Duarte Unified School District Resource Speaker for Career Day
November 2017	FPACC National Conference Speaker for Millennial, Innovation & Technology
May 2017	FACC Greater Los Angeles Speaker – Young Entrepreneurship Movement
April 2017	FACC South Bay Los Angeles Challenges of Women Entrepreneurs
November 2016	Entrepreneur Magazine Featured Business Owner
May 2015	Fil-Am Masterminds Millennial Entrepreneurship
September 2014	ABS CBN News Featured Business Owner
February 2013	University of California (UCLA) Speaker for Luskin School of Public Affairs
March 2012	De La Salle University (DLSU) Freshman Orientation College of Computer

EDUCATION

2018	Harvard Business School <i>Sustainable Business Strategy and Financial Accounting</i>
2009	De La Salle University <i>Bachelors of Science in Information and Technology Communications Technology</i> <ul style="list-style-type: none"> • Top 5% of the Graduating Batch / Graduated with Honors • 1st Honor Dean's Lister Award • SPRINT Honor's Society Recognition Award
2005	St. Theresa's College <ul style="list-style-type: none"> • First Place in Website Development and Software Programming

Address: 1101 Whitney Ranch Parkway, #911, Rocklin, CA 95765
 Phone: 916-862-3373
 E-mail: kaejuan1@live.com

Michelle Bland, ENP

Objective

To obtain a challenging and rewarding career supporting the needs of the public.

Experience

8/2017 – Present California Department of Technology Sacramento, CA

Procurement Manager (Information Technology Supervisor II)

- Review plans, proposals, and other IT/Telecommunications project documents to ensure effectiveness and efficiency, feasible alternatives, project merits, and proper planning
- Manager responsible for spending plan, budgets, and procurement
- Develop customer relationships
- Develop formal and informal procurements including IFB, RFP, RFQ, and NCBs
- Develop business specifications
- Identify security requirements
- Perform legislative bill analysis
- Facilitate Negotiations
- Develop project plans and timelines
- Analyze department requests for special requirements for technical specifications for completeness and accuracy

6/2007- 8/2017 California Highway Patrol Sacramento, CA

9-1-1 Program Manager (Telecommunications Systems Manager I Supervisor)

- Administrator of the Wireless 9-1-1 Program for the State of California through standards, contracts, and guidelines
- Manager responsible for spending plan, budgets, and procurement
- Analyze department requests for special requirements for technical specifications for completeness and accuracy
- Develop solicitation for bids based on feedback gathered through meetings with State agency representatives and specifications established by Department programs and subject matter experts
- Facilitate the reconciliation and resolution of supplier/state concerns relative to technical and administrative requirements while maintaining competition in accordance with State and Federal laws relating to procurement and contracts and utilizing a personal computer, relate software applications, and various office and communication equipment
- Lead and participate in projects evaluating the most complex bids, peer review and evaluation sessions, testing or demonstration of bidder's equipment, notification of award, and protest hearings by meeting with top management of various large State agencies including Directors, Deputy Directors, Chiefs, Commissioners, etc., on-site or off-site at the requesting State Department's location
- Oversee, train, and supervise assigned staff, including directing daily work activities, develop work schedules, and ensure project coordination and completion
- Hiring, including all required paperwork, development of interviewing criteria, and hiring selection
- Complete all work performance evaluations and any disciplinary actions as required
- Collaborate with staff, management at every level, other State departments, vendors, and local Public Safety Answering Points
- Serve as project leader and skilled consultant to Executive Management. Represented the California Highway Patrol as a subject matter expert, technical advisor, facilitator, and/or member of any task force, committee, advisory group, or project team relevant to 9-1-1 communications

- Identify and perform technical analysis, and evaluate equipment, systems, and services for 25 9-1-1 dispatch centers
- Test and evaluate features, performance, and technical attributes of products, equipment, and services for implementation
- Evaluate all relevant applications for emerging technologies and products
- Facilitate and coordinate between the California Highway Patrol, vendors, utilities, consulting firms, contract and procurement staff and other entities involved in projects
- Perform cost comparisons and cost/benefit analysis. Compiled and submitted information for budget change proposals, write justifications, initiate or amend grant proposals
- Prepare and present recommendations to management for resource allocation to develop and implement new telecommunications systems
- Assist departments and agencies with issues concerning 9-1-1 operations, telecom equipment, personnel, and training programs relative to the Wireless 9-1-1 Program, and Texting to 9-1-1
- Reviewed and validated all operational requirements for system compliance
- Conduct special studies relative to specific kinds of assistance or special applications of departmental policies governing the use of communications relative to the Wireless 9-1-1 Program
- Project Managed multiple large projects concurrently as they impacted the 9-1-1 dispatch center
- Section Commander in the Commander's absence

6/2006 – 8/2007

Department of Managed Health Care

Sacramento, CA

Financial Examiner

- Performed financial audits of health plans throughout the State of California
- Performed compliance audits on health plans licensed in the State of California
- Prepared preliminary and final reports summarizing audit findings
- Conducted exit and entrance conferences of routing examinations
- Analyzed the monthly, quarterly, and annual financial statements of health plans per regulatory guidelines
- Reviewed amendment(s) and material modification(s) filed in connection with a licensed health plan

8/1999 – 6/2006

AT&T

Sacramento, CA

Manager/Engineer

- Implementation Engineer:
 - Prepared financial reports in Oracle.
 - Project managed more than 70 concurrent projects
 - Engineered, ordered, installed, and removed inventory control of interoffice equipment
 - Engineered and installed sonet rings, routers, and gigimons
 - Conducted cost analysis including explanations for over/under runs
 - Directed multiple central office locations while maintaining quality control
- Network Design Engineer:
 - Engineered capacity management for DMS/Lucent switches
 - Determined quantity and timing needs of telecommunication equipment
 - Engineered PRI trunking
- Customer Service Associate:
 - Prepared financial reports in Oracle.
 - Project managed more than 70 concurrent projects
 - Engineered, ordered, installed and removed inventory control of interoffice equipment
 - Conducted cost analysis including explanations for over/under runs
 - Directed multiple central office locations while maintaining quality control

3/1998 – 7/1999

ICF Telecommunications

Santa Rosa, CA

Computer Technician/Office Supervisor

- Facilitated customer requests, customer complaints, and provided conflict resolution for customer satisfaction
- Managed and supervised billing office and staff
- Created an accounting and inventory control system program in Microsoft Access.
- Worked with various internal databases and created various reports utilizing Excel spreadsheets and Microsoft Word

2/1997 – 3/1999

Western Lightsource

Santa Rosa, CA

Administrative Assistant

- Assisted in creating advertising layouts using Adobe Pagemaker
- Computer support technician
- Inventory control
- Maintained computer databases providing daily updates and running system backups.
- Completed customer billing including Accounts Receivable, Accounts Payable, banking, credit checks, and collections

Education/Certification

- | | |
|---|---------|
| • ITIL Foundation Certified | 6/2016 |
| • Leadership for the Government Manager Certificate Program | 7/2015 |
| • Masters Business Administration
University of Phoenix, GPA 3.84 | 11/2006 |
| • Bachelors of Science in Accounting
University of Phoenix
Graduated with Honors, GPA 3.96 | 3/2004 |
| • Certified Emergency Number Professional (ENP)
National Emergency Number Association (NENA) | 8/2010 |
| • Center Manager Certification, CMCP
National Emergency Number Association (NENA) | 10/2010 |

Accomplishments

- Lobbied and Passed National Legislation – PSAP Do Not Call Registry
- Past NENA Educational Advisory Board Member
- CALNENA President and CALNENA Legislative Committee Chair
- Represented/Testified on behalf of CALNENA as the California Highway Patrol 9-1-1 Program Manager at the State Senate and Assembly Hearings

Awards

- | | |
|--|--------|
| • Division Chief Commendation, California Highway Patrol | 2/2016 |
| • Commander's Certificate of Commendation, California Highway Patrol | 2/2013 |
| • Division Chief Commendation, California Highway Patrol | 2/2012 |
| • Recognition of Cross Boundary Collaboration and Partnership, NASCIO | 8/2011 |
| • Best of California Award for Outstanding IT Service and Support Award, GTC | 5/2011 |
| • Recognition and Incentive Certificate of Excellence, AT&T | 9/2003 |
| • President's Star Performance Award, AT&T | 6/2003 |
| • Hidden Hero Award for Customer Service, AT&T | 3/2001 |
| • ERIC Star Performer Award, AT&T | 8/2000 |
| • Above and Beyond the Call of Duty Award, AT&T | 3/2000 |

Memberships

- | | |
|---------------|------------------|
| • NENA Member | 8/2007 - Present |
|---------------|------------------|

Interests

- 9-1-1 For Kids Volunteer 2012 - Present
- Past President, California National Emergency Number Association 1/2014
- Junior Achievement Coordinator, ATT 2001 – 2006

Edmond S. Vea
edmondvea@gmail.com
 215 715-1915

Engineering Executive / Project Manager / Technical Expert

Professional Summary

Over the last 20 years owning, operating, managing, and consulting to businesses and government in Germany, Italy, Japan, and the United States. Managing Sales and Engineering Teams; and serving clients including Deutsche Telekom, Ericsson, AirTouch, Vodafone, T-Mobile, Verizon Comcast, Accenture, McKinsey, the Departments of Justice and Homeland Security, and Bloomberg LP

Executive Roles: Served as CEO of Detecon Inc and ClosedNetworks -Managed Commercial Cellular and Public Safety Communications Projects including Milestones, Critical Path, Engineering, Finance, Contracts and Vendor Coordination for DETECON and Municipal Clients in Tennessee, North Carolina, Virginia, and New Jersey and New York. Was the key individual dealing with Land Owners, Public Officials, Elected Representatives (local, State and Federal), Citizens, Vendors, Civil Servants, and Suppliers' Employees to deliver projects on spec, within budget and on time.

Program Manager: Program Manager for one of the World's First GPRS Roaming Gateway Projects sponsored by the NA GSM Alliance. Recipient of the GSM System Design Contract for the White House's National Communications System's Wireless Priority Services (WPS). Designed, Built and Delivered one of the first Wireless Perimeter Surveillance Systems in the Country after 9/11. Designed and managed the delivery of a DHS Grant Financed wide area LTR Trunk Systems to Homeland Security Region 7 of TN. Awarded EADS' first P25 Digital Public Safety Radio Network in North America for Cumberland County, TN.

Engineer: Responsible for the specifications, design, acceptance and optimization of well over 750 sites including GigE, Fiber (SONET), Cellular, Microwave, Satellite, Mesh Networks, and Land Mobile Radio. Expert Witness Testimony at the local, State and Federal level on telecommunications and engineering matters. Member of Mobile Radio Technology and Urgent Communications Magazines' Editorial Advisory Panel, and Subject Matter Expert and Advisor to the National Institute of Justice (US Department of Justice) Center of Excellence for Communications Technologies.

Experience

Rivada Networks

From February 2016 to Present

A member of the FirstNet response team covering engineering, quality, process, and solution modeling tasks on an as needed basis. Focus areas include Transport Network Design including PSAP and ESI-net specifications, Quality Assurance Metrics, Technical Response review team for a next generation nationwide LTE network leveraging advances in NFV, SDN, and dynamic spectrum allocation techniques, amongst others.

Business Development North America blackned North America

From January 2014 to Present

Working on the planning, development, design, and implementation of an LTE Based Tactical Mission Critical System and Solution. Functional and Services analysis for Alerting, Voice, Data, and Video. LTE Coverage Planning including Link Budget/Antenna and Mast Selection, Traffic Analysis/Loading, and Self Optimizing Network (SON) Parameters. LTE System Pre-Positioning and Rapid Implementation Planning including storage and maintenance of equipment from forward pre deployment depots and energy planning and equipment consistent with potential operating scenarios. LTE System Implementation based on Priority, Preemption, and Degradation over the LTE bearer by service, feature, terminal, and hierarchy and autonomous operation by implementation of redundant/mirrored Evolve Packet Core (EPC).

Business Development and Strategy Consultant EdgeConneX

From April 2014 to January 2016

Providing Business Development, RFP Response, and Contract Negotiation Services to EdgeConneX Small Cell Team for both indoor and outdoor solutions including Cell Design, Backhaul Dimensioning and Design.

Developed Analytical Tools and Models for Cell Coverage, Fiber Routing, Backhaul Aggregation Sites, Network Function Virtualization for LTE and EPC, and Demand Analysis (ie POI concentrations).

Bloomberg Government – Leader: Consulting, System Integrator, and Small Federal Contractor Sales Team

Washington, DC.

August 2010 to November 2013

Leader of Team responsible for sales, support, and solutions to the Consulting and Major Federal Consulting and Systems Integrators of Bloomberg's new product for the Federal Market. Booz Allen Hamilton - Produce Market Analysis on Finance Reform (Dodd-Frank Act) for commercial institutions; Deloitte Consulting - Homeland Security Critical Infrastructure Protection; Deloitte Consulting -Small Businesses with Agile Development Capabilities - VA and NIH; McKinsey & Co. - Evaluate Bloomberg Tools to enhance existing Global Capital Market Flows Database; Autonomic Resources - Initial market analysis for one of the first FedRAMP certified Cloud Providers - July 2012; and Accenture - Data Center Consolidation and Cybersecurity Implications of the Federal Cloud Services

National Law Enforcement and Corrections Technology Center – Communications Technologies Center of Excellence

Camden, NJ.

July 2008 to August 2010

Program Manager responsible for Focus Area 3 – Convergent Data Services and a contributor to Focus Area 1 Interoperable Voice Communications.:

- Contributing Member of the Public Safety Communications Research Program (PSCR) Network Architecture Working Group (NAWG) for 700 MHz LTE Interoperability profiles including 4G IMS, Control, roaming, Network Security Architecture, Police Control PCRF, and Traffic Flow Templates – QoS, ARP, QCI
- Urgent Communications Magazine – Editorial Advisory Committee
- Brookline MA. Test and Evaluation of Mission Critical Broadband Communications Network based on 4.9 GHz Technologies
- FCC and NIST 700 MHz Public Safety Broadband LTE Demo Network Technical and Business Plan Contributor
- Alternative Power for Remote Communications Sites
- Broadband Microwave Network RFI, Evaluation, and Presentation
- Broadband Satellite Communications
- Cape May P25 Digital Network Planning, Implementation, Installation, Test and Evaluation Support
- Technical Assistance Support to State and Local Government
- Contributor to International Wireless Expo and Conference - 2008, 2009, and 2010

ClosedNetworks, Inc.

Philadelphia, PA.

November 2002 to May 2008

November 2002-2008: **Founder, President and CEO** of ClosedNetworks, Inc.

August 2003 –2008: **President and General Manager**, Frederick G Griffin Engineering (a wholly owned subsidiary of ClosedNetworks):

Projects as Managing and Engineering Lead:

- Mobile Radio Technology – Editorial Advisory Committee
- Department of Justice – Advisor on P25, SDR, and Digital Radio - Commtech Center of Excellence
- Rutherford County, TN PS Communications Committee Contributor
- Western Regional Homeland Security Committee – NC – PSIC Grant Assistance and Leadership
- Haywood County, North Carolina - Phase I Analysis of Public Safety Communications
- City of LaVergne, Tennessee – Phase I Analysis of Public Safety Communications
- Cumberland County, Tennessee – State of the Art Open Source P25 Trunked System
- Robertson County, Tennessee – 911 Communications Center and Consolidation
- Northern Middle Tennessee Regional Homeland Security Coordinating Committee – PS Comm. System
- Jackson Township, New Jersey – Public Safety Communications System and /CAD/RMS /MDT
- Salem, Virginia – Dispatch Center
- Robertson County, Tennessee - Public Safety Communications System
- Morris County, New Jersey - Public Safety Communications System
- Cherry Hill, New Jersey - Public Safety Communications System
- Smyth County, Virginia - Public Safety Communications System
- Spotsylvania, Virginia - Public Safety Communications System
- Cumberland County, Tennessee - Public Safety Communications System
- Brookline, Massachusetts – Audit of Cellular and PCS Systems and Distributed Antenna System (DAS)
- Indian Hill, Ohio - Audit of Cellular and PCS Systems and Distributed Antenna System (DAS)
- Blacksburg, Virginia – Audit of iDEN Coverage and Interference Potential in Town

Detecon, Inc.
Reston, VA.

From June 1999 to October 2002

President and CEO

Served as President, CEO and Board Member of Detecon Inc. the US subsidiary of the Detecon GmbH the managerial and technical consulting division of Deutsche Telekom.

Senior RF Engineering Consultant to Omnipoint PCS

Philadelphia, PA.

August 1996 to June 1999

Management and Technical Consultant to Ericsson Toshiba KK

Yokohama, Japan

February 1996 to April 1996

Senior RF Engineering Manager to Omnitel Pronto Italia

Rome, Italy

June 1994 to January 1996

RF Engineering Manager to E Plus

Stuttgart, Germany.

November 1993 to June 1994

Engineering Consultant to Mannesmann Mobilfunk

Stuttgart, Germany

May 1991 to November 1993

United States Marine Corps.

January 1984 to January 1988

Education

BA, University of Virginia

MSEE Telecommunications, Southern Methodist University

Relevant Presentations and Papers

- Moderated Wearable Technology Panel – IWCE - 2017
- Moderated 3 Panels: Situational Awareness, LTE Deployable Networks, and Wearable Technology – IWCE - 2016
- LTE Deployable Networks Panel and Wearable Technology Panel – IWCE - 2015
- Presentation on Wearable Technology for Public Safety – APCO Broadband Forum 2014 – May 2014
- [Head's Up FirstNet Here Comes Wearable Tech – Urgent Communications Magazine March 2014](#)
- Proposal Accepted: Presentation IWCE March 2014 - The Necessity of Stand Alone (Autonomous) Operation in FirstNet - Public Safety LTE Broadband
- Presentation: IWCE Priority, Pre-emption and Graceful Degradation in Mission Critical LTE Broadband Networks – March 2010
- NLECTC Webinar: 800 MHz Rebanding – February 2010
- NLECTC Webinar: Alternative Power for Remote Communications Sites – Sept 2009
- Presentation and Paper: IWCE Alternative Power for Remote Communications Sites – March 2009
- Member of the Panel IWCE – Current Developments in Broadband Wireless Data for Public Safety – February 2008
- Moderator: IWCE – Case Study on Multi-Vendor P25 System Solutions – February 2008
- Presentation: TN Emergency Number Association – Next Gen. 911 Centers; January 2007
- Presentation: TN Emergency Number Association – P25 System for Cumberland Co. January 2007
- White Paper for the Honorable Lincoln Davis of TN: Homeland Security Funding and P25 Systems; March 2007
- Presentation and Paper: IWCE Distributed Antenna/Node Systems (DAS) – March 2007
- Presentation and Paper:- IWCE 4.9 GHz Benefits and Pitfalls – May 2006
- Presentation: TN Emergency Number Association – Advances in P25 Communications Systems January 2006
- Presentation and Paper: National APCO 4.9 GHz Wireless Data Applications – August 2005
- Presentation: Kentucky APCO On Interoperability – September 2005
- Presentation and White Paper - IWCE Federal Funding, Cooperation, and Interoperability in Public Safety – April 2005
- Presentation: TN Emergency Number Association: All About VoIP; February 2005

DAROLD E. WHITMER

Denver, CO
303.898.1794

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daroldwhit@gmail.com

SUMMARY

Strategic Relationships Executive with demonstrated success building long term public/private sector relationships to enable organizations to achieve social responsibility commitments and increase sales. Extensive experience in telecommunications service providers and federal, state and local public safety agencies. Frequent speaker at national, regional and state public safety conferences. Expertise includes:

- Wireline 9-1-1
- Wireless 9-1-1
- Next Generation 9-1-1
- Voice over IP 9-1-1
- 9-1-1 legacy and IP networks

Experience working with AT&T public safety sales and product marketing.
Experience working with Verizon public safety sales and product marketing.
Experience working with CenturyLink public safety sales and product marketing.
Experience working with Frontier public safety sales and operations.

PROFESSIONAL EXPERIENCE**NGA 911, LLC****2018-Present****Senior Vice President Strategic Relationships**

Responsible for Sales Organization and strategic partner relationships.

Frontier Communications, Inc.**2015- 2018****Public Safety Communications Specialist**

9-1-1 Customer Premise Equipment sales in 9 states – 150% of quota in 2016, \$2mm in sales

INTRADO, Longmont, Colorado**1993 – 2014****Vice President, Strategic Relationships (2000 – 2014)**

Led specialized sales opportunities and supported local account executives in complex 9-1-1 and related products and services.

- Executive sponsor of successful sales strategy to displace an incumbent for a statewide Next Generation 9-1-1 (NG9-1-1) system in Vermont. \$12M, 5 year contract.
- Secured key partnership with a target channel partner and sold first NG9-1-1 system. Executive sponsor for account and managed ongoing long term relationship.
- Aided State of California 9-1-1 Division in securing an NG9-1-1 grant from the USDOT by providing innovative technical proposal. Sold \$2.8M, 1 year contract and executive sponsor for the deployment of the first wireless application in the U.S. One of, if not only, successful U.S.DOT Grant Projects.
- Led FCC National Reliability and Interoperability Council VII working group 1a consisting of industry subject matter experts and public safety experts to develop federal guideline for location accuracy testing for wireless 9-1-1 calls.
- Built strong relationships with key stakeholders including Ford Motor Co, Greater Harris County Texas, and the NHTSA and sold \$2M, 2 year first automatic crash notification trial contract in the U.S.
- Liaison to CIO of New York City for the successful deployment of the first VoIP 9-1-1 call.

- Sold and executive sponsor of a public notification system integrating NOAA weather data with a reverse 9-1-1 system. Partners included NOAA, FEMA, and DHS. \$300K, 1 year contract.
- Sold 2nd largest wireless 9-1-1 contract in a highly competitive environment.

Vice President, Sales (1995 – 2000)

Managed team of sales account executives to drive revenue through direct sales organization and personally handled assigned major account sales.

- Met or exceeded sales quota every year.
- Sold 2nd outsourced 9-1-1 data management services to a major telephone company. \$77M, 10 year contract.
- Sold 3rd outsourced 9-1-1 data management contract to a major telephone company. \$60M, 10 year contract.
- Increased 9-1-1 database management share from >3% to ~50%.
- Sold first nationwide wireless 9-1-1 contract.
- Sold first Non-telephone Company 9-1-1 data management services contract to a statewide agency. \$30M, 5 year contract.
- Executive sponsor for first successful proof of concept trial for wireless Phase II in Greater Harris County Texas.

Senior Account Executive (1993 – 1995)

Account management of major telephone company.

- Sold first outsourced 9-1-1 database management services to a major telephone company. \$75M, 10 year contract.

EDUCATION & PROFESSIONAL DEVELOPMENT

- University of Cincinnati, Coursework Completed in Political Science
- Salesforce.com
- Miller Heiman
- Spin Selling
- Multiple negotiations training courses

AFFILIATIONS / ASSOCIATIONS / MEMBERSHIPS

- National Emergency Number Association
- Association of Public Safety Communications Officials
- 9-1-1 Institute

MILITARY EXPERIENCE

United States Air Force - Honorable Discharge

JOHN (BILL) MUNN, Ph.D.

5121 National Court, Arlington, TX 76017
Home: 817-944-6378 • Cell: 817-944-6378

EMERGENCY MANAGEMENT PROFESSIONAL

Solutions-focused, self-motivated team builder with a comprehensive background in emergency operations, project management, business development, government affairs and public relations. Excels at interacting with broad populations and collaboratively implementing targeted action plans to maximize productivity, efficiency and safety. Currently maintains a strong network of relationships with government officials and industry professionals. Highly versatile; quickly masters new roles, responsibilities and environments. Reputation for integrity, dedication and work ethic. *Additional areas of expertise:*

Cross-Functional Team Leadership & Team Building • Strategic Planning • Process Improvement
Safety Audits • Negotiations • Verbal & Written Communications • Presentations • Risk Assessments
Relationship Building • Project Management • Government & Public Relations • Resource Management

ACHIEVEMENT HIGHLIGHTS

- Spearheaded the successful implementation of an Enhanced 9-1-1 network, serving 1.9 million persons in the Dallas-Fort Worth metropolitan area.
- Created and developed the introductory course for Emergency Management for the George Bush School at Texas A&M Center for Integrative Homeland security. Taught course for six semesters.
- Produced a widely distributed set of best practices for missing and abducted child calls for 9-1-1 centers.
- Designed, developed and implemented the Emergency Number Professional program in 1996, the first program to certify managers and commercial providers of emergency 9-1-1 services.

PROFESSIONAL EXPERIENCE

NGA-911, Inc. (MobileTREC) (2010-Present)

Vice President

Maintain full accountability for developing relationships for start-up company providing an innovative NextGeneration solution for 911 centers, with accountability for delivering service package for expanding market. Position liaisons with public safety agencies and providers, governmental legislative and regulatory agencies and other private sector providers, including software and communications providers. Responsible for developing and managing relationships with numerous local and regional governmental entities for cooperation in developing networks for 9-1-1 emergency communications.

WirelessWERX Inc. (2007-2009)

Director of Business Development

Effectively defined and implemented targeted action plans to maximize operational productivity, efficiency and profitability. Proficiently provided ongoing consulting services to support the development of a strategic plan for start-up company providing location services for 9-1-1 callers with wireless devices in interior locations. Created and integrated a broad spectrum of marketing and advertising initiatives.

National Center for Missing and Exploited Children (2006-2007)

Consultant Contract

Served as a key staff member responsible for overseeing the national cooperative effort between NENA, NCMEC, APCO and Amber Alert, further illustrating advanced communication and relationship building talents. Collaborated with a diverse staff to develop and execute a set of best practices for missing child reports received by 9-1-1 centers.

-Continued-

Tarrant County 9-1-1 District, Fort Worth, TX (1985-2006)

Executive Director

As the Director of the second emergency communications district in Texas, oversaw fully enhanced 9-1-1 service. Led a cross-functional staff in all aspects of daily activities, including accounting, revenue, investments, human resource management, purchasing and annual audit functions.

Selected Highlights:

- Proactively built, cultivated and solidified intergovernmental relationships by interacting closely with legislative and regulatory entities at the federal, state and local level.
- Successfully brought together diverse factions to effectively accomplish common goals, further illustrating diplomatic communication and interpersonal relation skills.
- Played a key role as a Director of Denco Area (Denton County) and took a leadership role in statewide 9-1-1, serving as administrator of the Texas 9-1-1 Alliance, a consortium of 24 communications districts.
- Cost-effectively allocated and administered an annual \$15 Million budget.
- Created and established teams by motivating and influencing multiple professionals with diverse technical abilities to meet and exceed goals.
- Certified Emergency Response Team certification, summer, 2015

EDUCATION

Doctor of Urban and Public Affairs - University of Texas at Arlington, Arlington, TX

MPA - Southern Methodist University, Dallas, TX

BBA - Texas Tech University, Lubbock, TX

TEACHING EXPERIENCE

Online Adjunct Assistant Professor, Critical Incident Management, Tarleton State University – Airport Management courses, Embry-Riddle Aeronautical University, Fort Worth. Fellow of Integrative Homeland Security - Bush School, Texas A&M University; Integrative Center of Homeland Security; *develop and teach course in Emergency Management*

APPOINTED / ELECTED POSITIONS

Commission on State Emergency Communications (CSEC) -
appointed by Governors Clements and Richards to consecutive six-year terms, 1987-2000
ComCARE Alliance, Board of Directors, 1995-1998
North Texas Poison Control Center; Board of Consultants, 1992-1999

PROFESSIONAL AFFILIATIONS

National Emergency Number Association – President (two-terms); Board Member (9 years)
Association of Public Safety Communications Officers
Intergovernmental Relations Program, National Emergency Number Association – Chair; extended professional relations with Congress and federal regulatory agencies.

PUBLICATIONS

“Human Resource Management for 9-1-1,” Textbook

“Is Your 9-1-1 System Protected?” article in NENA NEWS, December, 1998.

PROFESSIONAL EXPERIENCE RESUME – ERIC N. PARRY, ENP

Background includes 47 years of public safety communications experience, including 20 years of consulting in developing solutions for public safety clients. Law enforcement background and experience in public safety management includes communications center forensic reviews, all aspects of 911 implementation and systems including computer aided dispatch, police, fire and emergency medical call processing models. Developed the first police-based structured protocol call processing system for PSAPs. Consulted in the United States, Malaysia, Argentina, Hong Kong, the United Kingdom, and Canada.

Professional Experience

- Utah Communications Authority - 911 Program Manager
- Colorado 911 Resource Center — NG911 system review
- Burke County, NC—PSAP consolidation feasibility study
- Hays County, TX—PSAP consolidation assessment
- North Central Texas Council of Governments (NCTCOG)—Next Generation services; Telecommunicator leadership training and course development; Strategic planning for EMD implementation, Public Education program execution and outcome measurement
- State of Maine—Statewide review of protocol use and effectiveness of quality assurance systems and certification systems; Development of statewide Police/Fire protocol implementation plan
- Kuala Lumpur, Malaysia—Integrated Public Safety Technologies Service—Consulting with Malaysian federal government on nation's first 3-digit emergency system roll out (police, fire and medical)
- Avon Somerset Police, Bristol, UK—Consulting on 9-9-9 call system and law enforcement protocol implementation
- Office of Unified Communications, Washington, DC—Consultant on implementation of police call processing methodologies
- State of Maryland—Consultant on implementation of emergency call processing systems
- Hong Kong Police—Forensic assessment of emergency calling emergency medical dispatch system
- National Academies of Emergency Dispatch, Salt Lake City, UT—Primary police consultant and communications specialist in structured protocol, quality assurance and automated protocol software systems
- Priority Dispatch Corp, Salt Lake City, UT—Computer Aided Dispatch software development, integration, and performance testing

Education

Electronics Engineering, Northern Alberta Institute of Technology, 1972
Bachelor's Degree in Emergency Management (Equivalency)

Certifications

- Emergency Number Professional (ENP)
- IAED Police Quality Assurance
- IAED Emergency Police, Fire, and Medical Dispatch
- IAED Protocol Instructor
- IAED ProQA™ Software Instructor

Affiliations

- National Emergency Number Association (NENA), Education Advisory Board, NENA Institute Board
- Past President, NENA British Columbia
- International Academies of Emergency Dispatch (IAED) - College of Fellows

Published Author

1999 - Managing the 911 Center (three printings)

Awards

William E. Stanton NENA Service Award (2009)
Jeff Clawson Leadership Award (2017)

NENA Course Writer and Instructor:

- Achieving Excellence in 911 Center Mgmt
- Converging Technologies
- Introduction to Wireless Technology
- Introduction to VoIP
- NG911 for Telecommunicators
- Introduction to Next Generation 911
- Leadership in 911
- Introduction to PSAP Technology
- Missing Persons (online)
- Bullying in the PSAP (online)

OPERATIONS EXPERIENCE

Operations experience was gained largely throughout career with the Royal Canadian Mounted Police (RCMP). Managed the operation of 30 PSAPs throughout British Columbia. Participated in a major 911 implementation in the City of St. Albert, Alberta. Tasked with emergency communications related matters, and in particular, establishing hiring and training standards for telecommunicators.

Police consultant for Priority Dispatch Corp. (Salt Lake City), instrumental in the development of the first structured protocol system for use by PSAPs for processing police-centric calls. Traveled to many PSAPs throughout the United States and Canada, as well as in the United Kingdom, Hong Kong, and Malaysia, introducing and promoting industry accepted Best Practices. This resulted in the raising of the standards of care and practice provided by emergency call centers both domestically and internationally.

Consultant for Mission Critical Partners, performed PSAP consolidation studies, as well as Next Generation 911 Emergency Services Internet project work. Significant contribution was the State of Maine Quality Assurance study, which was followed by a plan to introduce police and fire protocols to every PSAP in Maine.

EDUCATION EXPERIENCE

Association with NENA began in 1993. Dedicated considerable volunteer effort to NENA's education program having chaired the Education Advisory Board (EAB) for twelve years. Instrumental in fostering and creating education courses supporting the needs of the NENA membership as well as the broader public safety communications community. These include: *Leadership in the 911 Center*, *Introduction to Wireless E911*, *Introduction to VoIP*, *Introduction to Next Generation 911*, *Missing Persons for Telecommunicators*, and *Achieving Excellence in 911 Center Management*. Also, I authored a book entitled *Managing the 911 Center* and was heavily involved in the creation and development of the Center Manager Certification Program (CMCP).

Curriculum developer and facilitator for Kwantlen University College. Instrumental in developing Canada's first Public Safety Communications Certificate program.

EXHIBIT E

Proposed Notice of Filing and Hearing

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

CLERK'S OFFICE

NOTICE OF FILING AND HEARING AND PREFILE TESTIMONY DEADLINES**DOCKET NO. 2018-____-C**

Application of NGA 911, LLC for a Certificate of Public Convenience and Necessity to Provide Resold and Facilities-Based Local Exchange and Interexchange (Including Exchange Access) Telecommunications Services in the State of South Carolina, and for Alternative and Flexible Regulation.

NGA 911, LLC ("Applicant") has filed an Application with the Public Service Commission of South Carolina (the "Commission") for a Certificate of Public Convenience and Necessity to Provide Resold and Facilities-Based Local Exchange and Interexchange Telecommunications Services in the State of South Carolina, and for Flexible Regulation. Applicant also requests, pursuant to S.C. Code Ann. § 58-9-585 and the general regulatory authority of the Commission, that the Commission regulate its interexchange service offerings in accordance with the principles and procedures established for alternative regulation in Commission Order Nos. 1995-1734 and 1996-55 in Docket No. 1995-661-C, and as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. In addition, Applicant requests that the Commission regulate its local exchange telecommunications services in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 97-467-C.

A copy of the Company's application can be found on the Commission's website at www.psc.sc.gov under Docket No. 2018-____-C. Additionally, a copy of the application is available from the Company's representative John J. Pringle, Jr. Esquire, Adams and Reese, LLC, 1501 Main Street, 5th Floor, Columbia, SC 29201.

PLEASE TAKE NOTICE that a hearing, pursuant to 10 S.C. Code Ann. Regs. 103-817, on the above matter has been scheduled to begin on _____, _____, **2018**, at _____, before a Hearing Examiner in the Commission's Hearing Room at 101 Executive Center Drive, Saluda Building, Columbia, South Carolina 29210 for the purpose of receiving testimony and evidence from all interested parties.

PLEASE BE ADVISED that pursuant to S.C. Code Ann. Section 58-9-280, as amended, the Commission will invoke the 120-day period allowed for consideration of this matter.

Any person who wishes to participate in this matter as a party of record should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before _____, by filing the Petition to Intervene with the Commission, by providing a copy to the Office of Regulatory Staff and by providing a copy to all parties of record. For the receipt of future Commission correspondence, please include an email address in the Petition to Intervene. ***Please refer to Docket No. 2018-____-C and mail a copy to all other parties in this docket.*** Any person who seeks to intervene and who wishes to testify and present evidence at the hearing should notify, in writing, the Commission; the Office of Regulatory Staff at 1401 Main Street, Suite 900, Columbia, South Carolina 29201; and the company at the above address, on or before _____, **2018**. ***Please refer to Docket No. 2018-____-C.***

INSTRUCTIONS TO ALL PARTIES OF RECORD (Applicant, Petitioners, and Intervenor only): All Parties of Record must prefile testimony with the Commission and with all parties of record. Prefiled Testimony Deadlines: Applicant's **Direct Testimony** Due: _____; Other Parties of Record **Direct**

Testimony Due: _____; Applicant's **Rebuttal Testimony** Due: _____; and Other Parties of Record **Surrebuttal Testimony** Due: _____. All Prefiled Testimony Deadlines are subject to the information as posted on www.psc.sc.gov under *Docket No. 2018-____-C*.

For the most recent information regarding this docket, including changes in scheduled dates included in this Notice, please refer to www.psc.sc.gov and *Docket No. 2016-____-C*.

PLEASE TAKE NOTICE that any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments in person to the Commission during the hearing.

Persons seeking information about the Commission's procedures should contact the Commission at (803) 896-5100 or visit its website at www.psc.sc.gov.

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**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2018-____-C**

Application of)
)
NGA 911, L.L.C.)
)
for a Certificate of Public Convenience)
and Necessity to Provide Resold and)
Facilities-Based Local Exchange and)
Interexchange (Including Exchange)
Access) Telecommunications Services in)
the State of South Carolina, and for)
Alternative and Flexible Regulation)

CERTIFICATE OF SERVICE

This is to certify that I have caused to be served this day the **Application** via electronic mail service as follows:

Jenny Pittman
Office of Regulatory Staff
jpittman@regstaff.sc.gov

s/John J. Pringle, Jr.

October 22, 2018
Columbia, South Carolina